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I,	Jeffrey	M.	Ratinoff,	declare	as	tol	lows
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- 1. I am an attorney at law, duly licensed to practice before all courts of the State of California, and am of counsel with Hopkins & Carley, a Law Corporation, attorney of record for Plaintiff Neo4j, Inc. and Neo4j Sweden AB (collectively "Plaintiffs") in the above-captioned matter. I make this declaration in support of Plaintiffs' Consolidated Motion for Summary Judgment concurrently filed herewith.
- 2. The facts stated herein are based on my personal knowledge, except with respect to those matters stated to be on information and belief, and as to those matters, I believe them to be true. If called upon to testify as a witness in this matter, I could and would do so competently.
- 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Trademark Registration Certificate for the "Neo4j" trademark, Registration No. 4,784,280, dated August 4, 2015, which I downloaded from the USPTO's Trademark Status and Document Retrieval (TSDR) system and bears the Bates No. N4J 000001-N4J 000003.
- 4. Attached hereto as **Exhibit 2** is a true and correct copy of an October 28, 2020 capture of PureThink LLC's "About PureThink" webpage, http://purethink.com/company.html, which I downloaded from the Wayback Machine, a digital archive of the World Wide Web (https://web.archive.org) and bears the Bates No. N4J 019932-N4J 019933.
- 5. Attached hereto as **Exhibit 3** is a true and correct copy of relevant pages from the transcript for the Deposition of PureThink LLC taken on October 22, 2020.
- 6. Attached hereto as **Exhibit 4** is a true and correct copy of the Neo4j Solution Partner Agreement entered into by Neo4j Inc. and PureThink LLC, signed by John Mark Suhy on behalf of PureThink, which bears the Bates No. N4J 000004- N4J 000008 and was marked as Exhibit 5 during the Rule 30(b)(6) deposition of iGov. See Exhibit 3 at 58:22-59:12; see also Exhibit 13 [RFA No. 2].
- 7. Attached hereto as **Exhibit 5** is a true and correct copy of a July 14, 2015 email sent by John Mark Suhy to David Fauth of Neo4j USA, which was produced by Defendants in this litigation with the Bates No. 00003677.

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8.	Attached hereto as <b>Exhibit 6</b> is a true and correct copy of a July 29, 2015 email
sent by Jol	nn Mark Suhy to Charles Fischer of Neo4j USA, which was produced by Defendants in
this litigati	on with the Bates No. 00001047-00001048. The portions referenced by and/or that are
most relev	ant to Plaintiffs' Motion are highlighted. Plaintiffs have designated this email as
"Confiden	tial" under the Protective Order as it contains their confidential and proprietary
business in	iformation.

- 9. Attached hereto as Exhibit 7, is a true and correct copy of an August 16, 2016 email sent by John Mark Suhy to Ginger Sanfilippo, which was produced by Defendants in this litigation with the Bates No. 00006480-00006483. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted. Plaintiffs have designated this email as "Confidential" under the Protective Order as it contains their confidential and proprietary business information.
- 10. Attached hereto as Exhibit 8, is a true and correct copy of a May 12, 2017 email sent by John Mark Suhy to Philip Rathle of Neo4j USA, which was produced by Defendants in this litigation with the Bates No. 00004185-00004185. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 11. Attached hereto as **Exhibit 9**, is a true and correct copy of a May 30, 2017 letter from Lars Nordwall of Neo4j USA to John Mark Suhy of PureThink LLC, which was produced by Defendants in this litigation during discovery with the Bates No. 000226. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 12. Attached hereto as **Exhibit 10**, is a true and correct copy of the Articles of Incorporation for iGov Inc., dated June 23, 2017, which was marked as Exhibit 2 during the Rule 30(b)(6) deposition of iGov (see Exhibit 3 at 21:20-22:22) and the authenticity was admitted by iGov in response to Neo4j Sweden's Request for Admission No. 2 (see Exhibit 13).
- 13. Attached hereto as **Exhibit 11**, is a true and correct copy of a March 14-15, 2017 email exchange between John Mark Suhy and John Broad of Neo4j USA, which was produced by Defendants in this litigation with the Bates No. 00004046-00004047. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.

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- 14. Attached hereto as **Exhibit 12**, is a true and correct copy of a July 11, 2017 letter from Lars Nordwall of Neo4j USA to John Mark Suhy of PureThink LLC, which was produced by Defendants in this litigation with the Bates No. 000245.
- 15. Attached hereto as **Exhibit 13**, is a true and correct copy of iGov's verified Fourth Amended Response to Neo4j Sweden AB's Request for Admissions, Set One.
- 16. Attached hereto as **Exhibit 14**, is a true and correct copy of a November 1, 2017 capture of PureThink LLC's webpage, http://purethink.com/, from the Wayback Machine, a digital archive of the World Wide Web (https://web.archive.org). This was produced by Defendants in this litigation with the Bates No. 00020015-00020021, and marked as Exhibit 4 to during the Rule 30(b)(6) deposition of iGov. See Exhibit 3 at 47:20-48:8.
- 17. Attached hereto as **Exhibit 15**, is a true and correct copy of a printout of iGov's https://igovsol.com/about.html webpage as it existed on January 13, 2018. This was originally produced by Defendants in this litigation in html format in this litigation on July 1, 2019, and marked as Exhibit 3 to the Rule 30(b)(6) deposition of iGov. See Exhibit 3 at 39:6-40:3. Its authenticity was also admitted by iGov in response to Neo4j Sweden's Request for Admission No. 28. See Exhibit 13.
- 18. Attached hereto as **Exhibit 16**, is a true and correct copy of a printout of iGov's https://igovsol.com/download.html webpage as it existed on January 13, 2018. This was originally produced by Defendants in this litigation in html format in this litigation on July 1, 2019. Its authenticity was admitted by iGov in response to Neo4j Sweden's Request for Admission No. 33. See Exhibit 13. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 19. Attached hereto as **Exhibit 17**, is a true and correct copy of a printout of iGov's https://igovsol.com/neo4j.html webpage as it existed on January 13, 2018. This was originally produced by Defendants in this litigation in html format in this litigation on July 1, 2019, and marked as Exhibit 11 to the Rule 30(b)(6) deposition of iGov. See Exhibit 3 at 39:6-40:3. Its authenticity was also admitted by iGov in response to Neo4j Sweden's Request for Admission No. 37. See Exhibit 13. The portions referenced by and/or that are most relevant to Plaintiffs'

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Motion are highlighted.

- 20. Attached hereto as **Exhibit 18**, is a true and correct copy of a printout of iGov's https://igovsol.com/index.html webpage as it existed on January 13, 2018. This was originally produced by Defendants in this litigation in html format in this litigation on July 1, 2019. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 21. Attached hereto as **Exhibit 19**, is a true and correct copy of a September 8, 2017 email sent by John Mark Suhy to Carol Sinnard of the National Geospatial-Intelligence Agency (NGA), which was produced by Defendants in this litigation with the Bates No. 000036000-000036007.
- 22. Attached hereto as **Exhibit 20**, is a true and correct copy of an November 14, 2017 iGov blog entry located at https://blog.igovsol.com/2017/11/14/Neo4j-330-is-out-but-where-arethe-open-source-enterprise-binaries.html, which I printed out on October 2, 2019 and produced in this litigation bearing the Bates No. N4J 018852-N4J 018855. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 23. Attached hereto as **Exhibit 21**, is a true and correct copy of an August 25, 2018 capture of iGov's https://igovsol.com/index.html webpage from the Wayback Machine, a digital archive of the World Wide Web (https://web.archive.org), which I printed out on August 12, 2020 and bears Bates No. N4J 018822-N4J 018823. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 24. Attached hereto as **Exhibit 22**, is a true and correct copy of a March 26, 2018 email sent by John Mark Suhy to Benjamin Nussbaum and Brad Nussbaum, which was produced by the PureThink Defendants and bears the Bates No. IGOV0001570252. This was also marked as Exhibit 9 during the Rule 30(b)(6) deposition of iGov (see Exhibit 3 at 86:20-87:23) and as Exhibit 19 during the Rule 30(b)(6) deposition of GFI (see Exhibit 31 at 147:2-23).
- 25. Attached hereto as **Exhibit 23**, is a true and correct copy of a May 21, 2018 email sent by John Mark Suhy to Benjamin Nussbaum and Brad Nussbaum, which was produced by the PureThink Defendants and bears the Bates No. IGOV0001570192. This was also marked as Exhibit 10 during the Rule 30(b)(6) deposition of iGov (see Exhibit 3 at 92:10-93:1) and as

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Exhibit 4 during the Rule 30(b)(6)	deposition of GFI (see	2 Exhibit 31 at 30:3-32:25)
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- 26. Attached hereto as Exhibit 24, is a true and correct copy of a July 9, 2018 email exchange between John Mark Suhy and Mariano Lopez spanning July 6, 2018 and July 9, 2018, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001573221.0001- IGOV0001573221.0002. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 27. Attached hereto as **Exhibit 25**, is a true and correct copy of an August 10, 2018 email from John Mark Suhy to Brian Rodrigue, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001570129. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 28. Attached hereto as **Exhibit 26**, is a true and correct copy of an August 28, 2018 email from John Mark Suhy to A-Sun Truth, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001570120.0001. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 29. Attached hereto as Exhibit 27, is a true and correct copy of a May 2018 email exchange between John Mark Suhy to Philip Rathle (without attachments), which was produced by the PureThink Defendants in this litigation and bears the Bates No. IGOV00000298.0001-IGOV0000298.0006. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted in yellow. Plaintiffs have designated portions of this email as "Confidential" under the Protective Order, which are highlighted in blue.
- 30. Attached hereto as **Exhibit 28** is a true and correct copy of a July 2018 email exchange between GFI and Bob Trudeau produced by GFI, and originally forwarded from iGov, which bears the Bates No. GFI000287- GFI000288. This was also marked as Exhibit 14 during the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 83:22-84:7. GFI designated this document as "Confidential" when originally produced, but subsequently agreed that they did not need to be filed under seal.
- 31. Attached hereto as **Exhibit 29**, is a true and correct copy of a July 25, 2018 email from John Mark Suhy to Benjamin Nussbaum, which was produced by the PureThink Defendants

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on November 19, 2019 and bears the Bates No. IGOV0001570130.0001-IGOV0001570130.0002	2
The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.	

- 32. Attached hereto as **Exhibit 30**, is a true and correct copy of the Articles of Incorporation for Graph Foundation Inc., dated June 22, 2018, which was produced by GFI in this litigation with the Bates No. GFI000001- GFI000004. This was also marked as Exhibit 3 during the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 24:19-25:22. GFI designated this document as "Confidential" when originally produced, but subsequently agreed that they did not need to be filed under seal.
- 33. Attached hereto as **Exhibit 31** is a true and correct copy of pages from the transcript for the Rule 30(b)(6) Deposition of Graph Foundation Inc. taken on October 16, 2020 that have been citing in this declaration and/or Plaintiffs' Motion for Summary Judgment.
- 34. Attached hereto as Exhibit 32 is a true and correct copy of an email exchange between John Mark Suhy and Donald Robertson occurring between May 19 and May 22, 2018, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001570187.001- IGOV0001570187.002. This was also marked as Exhibit 22 during the Rule 30(b)(6) deposition of iGov. See Exhibit 3 at 169:10-170:3. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 35. Attached hereto as **Exhibit 33** is a true and correct copy of an email exchange, namely between John Mark Suhy and Benjamin Nussbaum occurring on May 22, 2018, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001570185.001- IGOV0001570185.003. This was also marked as Exhibit 15 during the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 97:1-9, 98:24-99:5.
- 36. Attached hereto as **Exhibit 34** is a true and correct copy of a further email exchange between John Mark Suhy and Donald Robertson occurring between June 20 and August 21, 2018, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001570125.001- IGOV0001570125.002. This was also marked as Exhibit 24 during the Rule 30(b)(6) deposition of iGov (Exhibit 3 at 192:18-193:2) and as Exhibit 16 during the Rule 30(b)(6) deposition of GFI (Exhibit 31 at 108:13-109:11). The portions referenced by

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and/or that are most relevant to Plaintiffs' Motion are highlighted
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- 37. Attached hereto as **Exhibit 35**, is a true and correct copy of an issue posted on GFI's GitHub repository on February 13, 2019 that I printed out on June 10, 2020, which was produced with the Bates No. N4J 018645 - N4J 018647. This was also marked as Exhibit 24 during the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 183:14-184:24. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 38. Attached hereto as **Exhibit 36**, is a true and correct copy of an issue posted on GFI's GitHub repository on June 27, 2019, which I printed out on June 10, 2020 and was produced with the Bates No. N4J 019439- N4J 019443. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 39. Attached hereto as **Exhibit 37**, is a true and correct copy of a blog post titled "Neo 4j is Open Core – Now What?" posted on GFI's website on January 31, 2019, which I printed out on September 24, 2019 and produced bearing the Bates No. N4J-GFI 000078- N4J-GFI 000085. This document was marked as Exhibit 23 to the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 177:10-178:18. It was attached as Exhibit K to Neo4j Inc.'s First Set of Requests for Admissions and its authenticity was admitted by GFI in response to RFA No. 137. See Exhibits 128-129. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 40. Attached hereto as **Exhibit 38**, is a true and correct copy of Defendant iGov Inc.'s Amended Response to Neo4j Sweden AB's Second Set of Interrogatories to iGov Inc. Inc. and John Mark Suhy's verification thereof.
- 41. Attached hereto as **Exhibit 39**, is a true and correct copy of a printout of a March 1, 2019 commit titled "Updated the LICENSE.txt file to be pure AGPL as to not violate the fsf copyright and to be in linse with the AGPL license" by John Mark Suhy to GFI's GitHub repository for ONgDB v3.5, which shows the replacement of the Neo4j Sweden Software License with the AGPLv3. This document was produced bearing the Bates No. N4J 019041-N4J 019417.
  - 42. Attached hereto as **Exhibit 40**, is a true and correct copy of an email exchange

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between John Mark Suhy and Joerg Bacch spanning November 9, 2018 and January 18, 2019, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001570039.0001- IGOV0001570039.0002. This was also marked as Exhibit 28 during the Rule 30(b)(6) deposition of iGov. See Exhibit 3 at 213:3-19.

- Attached hereto as Exhibit 41 is a true and correct copy of a September 30, 2020 capture of GFI's GitHub landing page for the ONgDB repository, https://github.com/graphfoundation/ongdb, which I downloaded from the Wayback Machine, a digital archive of the World Wide Web (https://web.archive.org) and bears the Bates No. N4J 019940-N4J 019944.
- 44. Attached hereto as Exhibit 42 is a true and correct copy of an email exchange between John Mark Suhy and Robin Witherspoon of Perspecta Engineering Inc. spanning March 12, 2019 and March 26, 2019, which was produced by the PureThink Defendants on November 19, 2019, and bears the Bates No. IGOV0001573351.0001- IGOV0001573351.0004. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 45. Attached hereto as **Exhibit 43** is a true and correct copy of two successive emails sent by John Mark Suhy to steins@sec.gov on May 1 and May 7, 2019, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001573343.0001- IGOV0001573343.0003. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 46. Attached hereto as **Exhibit 44** is a true and correct copy of a May 29, 2019 email exchange between John Mark Suhy and Ken Woo of Northwestern University, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001573337.0001 - IGOV0001573337.0002. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 47. Attached hereto as **Exhibit 45** is a true and correct copy of a March 29, 2019 email from John Mark Suhy to Patrick Widener of Sandia National Laboratories, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001570021.
  - 48. Attached hereto as **Exhibit 46** is a true and correct copy of an email exchange

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- between John Mark Suhy and Colleen Delawder at the US Army's National Ground Intelligence Center (NGIC) spanning August 6 and August 8, 2019, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001573310.0001 IGOV0001573310.0003. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 49. Attached hereto as **Exhibit 47** is a true and correct copy of an October 22, 2018 email exchange between John Mark Suhy and Shahak Nagiel of Next Century Corp., which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001573500.0001 IGOV0001573500.0002. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 50. Attached hereto as **Exhibit 48** is a true and correct copy of a February email exchange between Brad Nussbaum and Shahak Nagiel of Next Century Corp., which is a continuation of a prior email exchange between John Mark Suhy and Shahak Nagiel, and produced by GFI with the Bates No. GFI000071-73. This was also marked as Exhibit 32 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 204:23-205:12. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted. GFI designated this document as "Confidential" when originally produced, but subsequently agreed that they did not need to be filed under seal.
- 51. Attached hereto as **Exhibit 49** is a true and correct copy of a February 19, 2019 email exchange between Brad Nussbaum and Shahak Nagiel of Next Century Corp., which is a continuation of a prior email exchange between John Mark Suhy and Shahak Nagiel, and produced by GFI with the Bates No. GFI000068-70. This was also marked as Exhibit 33 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 204:23-205:12. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted. GFI designated this document as "Confidential" when originally produced, but subsequently agreed that they did not need to be filed under seal.
- 52. Attached hereto as **Exhibit 50** is a true and correct copy of the continuation of the February 19, 2019 email exchange between Brad Nussbaum and Shahak Nagiel of Next Century

Corp, and produced by GFI with the Bates No. GFI000067. This was also marked as Exhibit 34
during the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 218:21-219:11. GFI designated
this document as "Confidential" when originally produced, but subsequently agreed that they did
not need to be filed under seal.

- 53. Attached hereto as **Exhibit 51** is a true and correct copy of the continuation of the February 19, 2019 email exchange between Brad Nussbaum and Shahak Nagiel of Next Century Corp, and produced by GFI foundation with the Bates No. GFI000065. This was also marked as Exhibit 35 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 226:19-227:10. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted. GFI designated this document as "Confidential" when originally produced, but subsequently agreed that they did not need to be filed under seal.
- 54. Attached hereto as **Exhibit 52** is a true and correct copy of a February 11, 2020 email exchange between Brad Nussbaum and Michal Komorowski, which was produced by GFI with the Bates No. GFI000114-115. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted. GFI designated this document as "Confidential" when originally produced, but subsequently agreed that they did not need to be filed under seal.
- 55. Attached hereto as **Exhibit 53** is a true and correct copy of an email exchange between Brad Nussbaum, first from his GFI email account and then from his GraphGrid account, and Michał Komorowski of AdForm, spanning between February 14 and 19, 2019 which was produced by GFI with the Bates No. GFI000116-118. This was also marked as Exhibit 30 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 200:15-202:9. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted. GFI designated this document as "Confidential" when originally produced, but subsequently agreed that they did not need to be filed under seal.
- 56. Attached hereto as **Exhibit 54** is a true and correct copy of an August 22, 2018 email from John Mark Suhy to Lee Smales at the Department of the Air Force, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001573588. The portions referenced by and/or that are most relevant to Plaintiffs' Motion

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are highlighted.

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- 57. Attached hereto as **Exhibit 55** is a true and correct copy of a Global Supply Chain Request for Quotation issued to iGov on February 17, 2020, which was produced by the PureThink Defendants and bears the Bates No. IGOV0002851527.001- IGOV0002851527.005. This was also marked as Exhibit 36 during the Rule 30(b)(6) deposition of iGov. *See* Exhibit 3 at 235:21-236:17. The PureThink Defendants designated this document as "Confidential" under the Protective Order.
- 58. Attached hereto as **Exhibit 56** is a true and correct copy of an email exchange between John Mark Suhy and Donald Robertson occurring between May 19 and June 20, 2018, which was produced by the PureThink Defendants on November 19, 2019, and bears the Bates No. IGOV0001570157.001- IGOV0001570157.004. This was also authenticated and marked as Exhibit 15 during the Rule 30(b)(6) deposition of GFI (Exhibit 31 at 157:10-17) and Exhibit 23 during the Rule 30(b)(6) deposition of iGov (Exhibit 3 at 189:1-190:6).
- 59. Attached hereto as **Exhibit 57** is a true and correct copy of a printout of GFI's webpage, <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> as it appeared on September 24, 2019 and was produced by Plaintiffs with the Bates No. N4J-GFI\_000092- N4J-GFI\_000094. This was also authenticated and marked as Exhibit 21 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 157:10-17. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 60. Attached hereto as **Exhibit 58** is a true and correct copy of the landing page for GFI's GitHub repository for ONgDB, <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> as it existed on September 25, 2019, which I printed out that day and produced by Plaintiffs with the Bates No. N4J-GFI\_000297- N4J-GFI\_000299. It was also attached as Exhibit E to Neo4j Inc.'s First Set of Requests for Admissions and its authenticity was admitted by GFI in response to RFA No. 73. See Exhibits 128-129. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 61. Attached hereto as **Exhibit 59** is a true and correct copy of the landing page for Plaintiffs' GitHub repository for Neo4j® Software, <a href="https://github.com/neo4j/neo4j">https://github.com/neo4j/neo4j</a> as it existed

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- Plaintiffs' Motion are highlighted.
- 62. Attached hereto as **Exhibit 60** is a true and correct copy of the landing page for GFI's GitHub repository for ONgDB, https://www.graphfoundation.org/projects/ongdb/ as it existed on November 9, 2020, which I printed out that day and produced by Plaintiffs with the Bates No. N4J 019945-N4J 019948. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.

on September 26, 2019, which I printed out on that day and produced by Plaintiffs with the Bates

No. N4J 019038 - N4J 019040. The portions referenced by and/or that are most relevant to

- 63. Attached hereto as **Exhibit 61** is a true and correct copy of a January 31, 2019 tweet issued from GFI's Twitter account, which I printed out on July 19, 2020 and produced in this litigation with the Bates No. N4J 018667- N4J 018668. This was authenticated and marked as Exhibit 22 during the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 169:13-170:25.
- 64. Attached hereto as **Exhibit 62**, is a true and correct copy of an December 4, 2018 capture of iGov's https://igovsol.com/neo4j.html webpage from the Wayback Machine, a digital archive of the World Wide Web (https://web.archive.org), which I printed out on August 12, 2020 and produced in this litigation bearing the Bates No. N4J 018824 - N4J 018833. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 65. Attached hereto as **Exhibit 63**, is a true and correct copy of a capture of iGov's https://igovsol.com/neo4j.html webpage that reveals some embedded html links, which I printed out on October 2, 2019 and was produced bearing the Bates No. N4J 018842-N4J 018851. This was marked as Exhibit 13 during the Rule 30(b)(6) deposition of iGov. See Exhibit 3 at 114:9-22. This same capture was also produced with the Bates No. N4J 013010 N4J 013019 and its authenticity was admitted by iGov in response to Neo4j Sweden's Request for Admission No. 4. See Exhibit 13. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 66. Attached hereto as **Exhibit 64**, is a true and correct copy of a capture of iGov's https://igovsol.com/neo4j.html webpage that reveals some embedded html links, which I printed out on July 27, 2020 and was produced bearing the Bates No. N4J 018892- N4J 018900. This - 12 -842\3639273.5

was also marked as Exhibit 14 during the Rule 30(b)(6) deposition of iGov. *See* Exhibit 3 at 116:20-118:10. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.

- 67. Attached hereto as **Exhibit 65**, is a true and correct copy of a graphical capture of iGov's <a href="https://igovsol.com/neo4j.html">https://igovsol.com/neo4j.html</a> webpage, which I printed out on July 27, 2020 and was produced bearing the Bates No. N4J\_018901- N4J\_018910. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 68. Attached hereto as **Exhibit 66**, is a true and correct copy of an October 22, 2020 capture of iGov's <a href="https://igovsol.com/graph.html">https://igovsol.com/graph.html</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://web.archive.org</a>), which I printed out on November 11, 2020 and bears Bates No. N4J\_019949-N4J\_019958. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 69. Attached hereto as **Exhibit 67**, is a true and correct copy of an July 5, 2019 capture of iGov's <a href="https://igovsol.com/downloads.html">https://igovsol.com/downloads.html</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://web.archive.org</a>), which I printed out on November 11, 2020 and bears Bates No. N4J\_019959-N4J\_019963. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 70. Attached hereto as **Exhibit 68**, is a true and correct copy of a capture of iGov's <a href="https://igovsol.com/downloads.html">https://igovsol.com/downloads.html</a> webpage that reveals some embedded html links, which I printed out on October 2, 2019 and was produced bearing the Bates No. N4J\_018836 N4J\_018841. This same capture was also produced with the Bates No. N4J\_013010 N4J\_013019 and its authenticity was admitted by iGov in response to Neo4j Sweden's Request for Admission No. 10 (Exhibit C thereto). *See* Exhibit 13. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 71. Attached hereto as **Exhibit 69**, is a true and correct copy of a capture of iGov's <a href="https://igovsol.com/downloads.html">https://igovsol.com/downloads.html</a> webpage that reveals some embedded html links, which I printed out on July 27, 2020 and was produced bearing the Bates No. N4J\_018884 N4J\_018887. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.

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- 72. Attached hereto as **Exhibit 70**, is a true and correct copy of an October 22, 2020 capture of iGov's <a href="https://igovsol.com/downloads.html">https://igovsol.com/downloads.html</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://igovsol.com/downloads.html</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://web.archive.org</a>), which I printed out on November 11, 2020, and bears Bates No. N4J\_019964-N4J\_019967. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 73. Attached hereto as **Exhibit 71**, is a true and correct copy of an July 5, 2019 capture of iGov's <a href="https://igovsol.com/index.html">https://igovsol.com/index.html</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://igovsol.com/index.html</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://web.archive.org</a>), which I printed out on November 11, 2020, and bears Bates No. N4J\_019968-N4J\_019969. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 74. Attached hereto as **Exhibit 72**, is a true and correct copy of a capture of iGov's <a href="https://igovsol.com/index.html">https://igovsol.com/index.html</a> webpage that reveals some embedded html links, which I printed out on October 1, 2019 and was produced bearing the Bates No. N4J\_018834-N4J\_018835. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 75. Attached hereto as **Exhibit 73**, is a true and correct copy of a capture of iGov's <a href="https://igovsol.com/index.html">https://igovsol.com/index.html</a> webpage that reveals some embedded html links, which I printed out on July 27, 2020 and was produced bearing the Bates No. N4J\_018890-N4J\_018891. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 76. Attached hereto as **Exhibit 74**, is a true and correct copy of an October 22, 2020 capture of iGov's <a href="https://igovsol.com/index.html">https://igovsol.com/index.html</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://igovsol.com/index.html</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://web.archive.org</a>), which I printed out on November 11, 2020, and bears Bates No. N4J\_019970-N4J\_019971. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 77. Attached hereto as **Exhibit 75**, is a true and correct copy of an September 13, 2020 capture of iGov's <a href="https://graphstack.io/webpage/">https://graphstack.io/webpage/</a> from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://graphstack.io/webpage/</a> from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://web.archive.org</a>), which I printed out on October 22, 2020 and bears the Bates No. N4J\_018816-N4J\_018818. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.

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- 78. Attached hereto as **Exhibit 76** is a true and correct copy of an email exchange between John Mark Suhy and Jyothi Viswanadham at Daytona Technologies Ltd. between March 8 and March 10, 2019, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001573375.0001 IGOV0001573375.0002. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 79. Attached hereto as **Exhibit 77** is a true and correct copy of a January 25, 2019 email from John Mark Suhy to Ron Turner of XpressRules, which was produced by the PureThink Defendants on November 19, 2019, and bears the Bates No. IGOV0001573421. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 80. Attached hereto as **Exhibit 78** is a true and correct copy of a January 10, 2019 capture of Neo4j's <a href="https://neo4j.com/docs/developer-manual/3.4/">https://neo4j.com/docs/developer-manual/3.4/</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://neo4j.com/docs/developer-manual/3.4/</a> webpage from the Wayback on October 13, 2020, and was produced with the Bates No. N4J\_019917.
- 81. Attached hereto as **Exhibit 79** is a true and correct copy of Neo4j USA's <a href="https://neo4j.com/docs/developer-manual/3.4/">https://neo4j.com/docs/developer-manual/3.4/</a> webpage that I printed out on October 13, 2020, and was produced with the Bates No. N4J\_019916.
- 82. Attached hereto as **Exhibit 80** is a true and correct copy of a January 10, 2019 capture of Neo4j USA's <a href="https://neo4j.com/docs/operations-manual/3.4/">https://neo4j.com/docs/operations-manual/3.4/</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://web.archive.org</a>), which I printed out on October 13, 2020 and was produced with the Bates No. N4J 019934-N4J 019935.
- 83. Attached hereto as **Exhibit 81** is a true and correct copy of Neo4j USA's <a href="https://neo4j.com/docs/operations-manual/3.4/">https://neo4j.com/docs/operations-manual/3.4/</a> webpage that I printed out on October 13, 2020 and was produced with the Bates No. N4J\_019910-N4J\_019911.
- 84. Attached hereto as **Exhibit 82** is a true and correct copy of an August 20, 2019 capture of Neo4j USA's <a href="https://neo4j.com/docs/operations-manual/3.5/">https://neo4j.com/docs/operations-manual/3.5/</a> webpage from the Wayback Machine, a digital archive of the World Wide Web (<a href="https://web.archive.org">https://web.archive.org</a>), which I printed out on October 13, 2020 and was produced with the Bates No. N4J 019932-N4J 019933.
  - 85. Attached hereto as **Exhibit 83** is a true and correct copy of Neo4j USA's

https://neo4j.com/docs/operations-manual/3.5/ webpage that I printed out on October 13, 2020

Attached hereto as Exhibit 84 is a true and correct copy of a September 30, 2020

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27 28 https://github.com/graphfoundation/ongdb/wiki/ONgDB-3.5-Changelog, which I downloaded from the Wayback Machine, a digital archive of the World Wide Web (https://web.archive.org), bearing Bates No. N4J 019972-N4J 019973. 87. Attached hereto as **Exhibit 85** is a true and correct copy of an August 20, 2019 capture of Neo4j USA's https://neo4j.com/docs/license/ webpage from the Wayback Machine, a digital archive of the World Wide Web (https://web.archive.org), which I printed out on October 13, 2020. This was also authenticated and marked as Exhibit 46 during the Rule 30(b)(6)

and was produced with the Bates No. N4J 019906-N4J 019907.

capture of GFI's ONgDB 3.5 Changelog located at

deposition of GFI. See Exhibit 31 at 286:2-.287:16.

- 88. Attached hereto as Exhibit 86 is a true and correct copy of an October 25, 2018, tweet issued from GFI's Twitter account, which I printed out on November 12, 2020, and bears Bates No. N4J 019976-N4J 019976.
- 89. Attached hereto as **Exhibit 87** is a true and correct copy of a series of November 17, 2018 tweets issued from GFI's Twitter account, which I printed out on May 20, 2020 and was produced with the Bates No. N4J 018661- N4J 018662. This was also authenticated and marked as Exhibit 18 during the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 137:10-138:1.
- 90. Attached hereto as **Exhibit 88** is a true and correct copy of a January 23, 2019, tweet issued from GFI's Twitter account, which I printed out on May 20, 2020 and was produced with the Bates No. N4J 018663.
- 91. Attached hereto as **Exhibit 89** is a true and correct copy of a March 17, 2019 tweet issued from GFI's Twitter account, which I printed out on August 13, 2020 and was produced with the Bates No. N4J 018664. This was also authenticated and marked as Exhibit 38 during the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 233:11-24.
- 92. Attached hereto as **Exhibit 90** is a true and correct copy of a March 21, 2019 tweet issued from GFI's Twitter account, which I printed out on November 5, 2020, and bears Bates

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with the Bates No. N4J\_018665.

94. Attached hereto as **Exhibit 92** is a true and correct copy of a May 10, 2019 tweet issued from GFI's Twitter account, which I printed out on August 13, 2020 and was produced with the Bates No. N4J\_018666. This was also authenticated and marked as Exhibit 39 during

the Rule 30(b)(6) deposition of GFI. See Exhibit 31 at 240:12-24.

issued from GFI's Twitter account, which I printed out on August 13, 2020 and was produced

Attached hereto as **Exhibit 91** is a true and correct copy of a March 21, 2019 tweet

- 95. Attached hereto as **Exhibit 93** is a true and correct copy of an October 9, 2019 tweet issued from GFI's Twitter account, which I printed out on October 13, 2020 and was produced with the Bates No. N4J\_019695. This was also authenticated and marked as Exhibit 40 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 243:23-244:14.
- 96. Attached hereto as **Exhibit 94** is a true and correct copy of a November 27, 2019 tweet issued from GFI's Twitter account, which I printed out on August 13, 2020 and was produced with the Bates No. N4J\_018671. This was also authenticated and marked as Exhibit 41 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 245:13-246:4.
- 97. Attached hereto as **Exhibit 95** is a true and correct copy of a January 18, 2020 tweet issued from GFI's Twitter account, which I printed out on August 13, 2020 and was produced with the Bates No. N4J\_018672. This was also authenticated and marked as Exhibit 42 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 247:23-248:4.
- 98. Attached hereto as **Exhibit 96** is a true and correct copy of a May 19, 2020 tweet issued from GFI's Twitter account, which I printed out on August 13, 2020 and was produced with the Bates No. N4J\_018673. This was also authenticated and marked as Exhibit 43 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 249:9-249:20.
- 99. Attached hereto as **Exhibit 97** is a true and correct copy of is a true and correct copy of a September 25, 2019 tweet issued from John Mark Suhy's Twitter account in response to several other tweets, which I printed out on October 19, 2020. This was also authenticated and marked as Exhibit 37 during the Rule 30(b)(6) deposition of iGov. *See* Exhibit 3 at 246:5-12.

The portion	is referenced	by and/c	r that are	e most rele	evant to	Plaintiffs'	Motion are	e highlighted
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- 100. Attached hereto as **Exhibit 98** is a true and correct copy of is a true and correct copy of a December 5, 2019 tweet issued from John Mark Suhy's Twitter account in response to several other tweets, which I printed out on May 18, 2020 and was produced with the Bates No. N4J\_018946- N4J\_018948. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 101. Attached hereto as **Exhibit 99** is a true and correct copy of is a true and correct copy of a December 15, 2019 tweet issued from John Mark Suhy's Twitter account in response to several other tweets, which I printed out on May 19, 2020 and was produced with the Bates No. N4J\_018949- N4J\_018950. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 102. Attached hereto as **Exhibit 100** is a true and correct copy of is a true and correct copy of a January 10, 2020 tweet issued from John Mark Suhy's Twitter account in response to another tweet, which I printed out on October 19, 2020. This was also authenticated and marked as Exhibit 39 during the Rule 30(b)(6) deposition of iGov. *See* Exhibit 3 at 250:1-24. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 103. Attached hereto as **Exhibit 101** is a true and correct copy of is a true and correct copy of January 24, 2020 tweets and a January 29, 2020 tweet issued from John Mark Suhy's Twitter account, which I printed out on October 19, 2020. This was also authenticated and marked as Exhibit 38 during the Rule 30(b)(6) deposition of iGov. *See* Exhibit 3 at 248:9-249:16.
- 104. Attached hereto as **Exhibit 102** is a true and correct copy of is a true and correct copy of an April 2, 2020 tweet issued from John Mark Suhy's Twitter account in response to several other tweets, which I printed out on May 20, 2020 and was produced with the Bates No. N4J\_018989-N4J\_018990. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 105. Attached hereto as **Exhibit 103** is a true and correct copy of is a true and correct copy of two August 22, 2020 tweets issued from John Mark Suhy's Twitter account in response to several other tweets, which I printed out on August 22, 2020 and was produced with the Bates

No. N4J\_019019-N4J\_019020. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.

- 106. Attached hereto as **Exhibit 104** is a true and correct copy of is a true and correct copy of a February 23, 2019 tweet issued from John Mark Suhy's Twitter account in response to several other tweets, which I printed out on October 2, 2019 and was produced with the Bates No. N4J 018927.
- 107. Attached hereto as **Exhibit 105** is a true and correct copy of a January 23, 2019, tweet issued from GFI's Twitter account that appeared in John Mark Suhy's twitter feed as being retweeted (highlighted for reference), which I printed out on July 19, 2020 and was produced with the Bates No. N4J\_018921-N4J\_018922.
- 108. Attached hereto as **Exhibit 106** is a true and correct copy of a January 31, 2019, tweet issued from GFI's Twitter account that appeared in John Mark Suhy's twitter feed as being retweeted (highlighted for reference), which I printed out on July 19, 2020 and was produced with the Bates No. N4J\_018923-N4J\_018924.
- 109. Attached hereto as **Exhibit 107** is a true and correct copy of a March 17, 2019, tweet issued from GFI's Twitter account that appeared in John Mark Suhy's twitter feed as being retweeted (highlighted for reference), which I printed out on July 19, 2020 and was produced with the Bates No. N4J\_018928-N4J\_018929. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 110. Attached hereto as **Exhibit 108** is a true and correct copy of a March 21, 2019, tweet issued from GFI's Twitter account that appeared in John Mark Suhy's twitter feed as being retweeted (highlighted for reference), which I printed out on July 19, 2020 and was produced with the Bates No. N4J\_018930-N4J\_018931.
- 111. Attached hereto as **Exhibit 109** is a true and correct copy of a May 10, 2019, tweet issued from GFI's Twitter account that appeared in John Mark Suhy's twitter feed as being retweeted (highlighted for reference), which I printed out on July 19, 2020 and was produced with the Bates No. N4J 018934-N4J 018935.
  - 112. Attached hereto as **Exhibit 110** is a true and correct copy of a November 27, 2019, -19 -

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tweet issued from GFI's Twitter account that appeared in John Mark Suhy's twitter feed as being retweeted (highlighted for reference), which I printed out on July 19, 2020 and was produced with the Bates No. N4J\_018942-N4J\_018943.

- 113. Attached hereto as **Exhibit 111** is a true and correct copy of a January 18, 2020, tweet issued from GFI's Twitter account that appeared in John Mark Suhy's twitter feed as being retweeted (highlighted for reference), which I printed out on July 19, 2020 and was produced with the Bates No. N4J 018965-N4J 018966.
- 114. Attached hereto as **Exhibit 112** is a true and correct copy of a printout GFI's webpage <a href="https://www.graphfoundation.org/1000th-ongdb-open-neo4j-enterprise-3-5-download-iequoh3ja/">https://www.graphfoundation.org/1000th-ongdb-open-neo4j-enterprise-3-5-download-iequoh3ja/</a> as it appeared on September 25, 2019 that I printed out and was produced by Plaintiffs with the Bates No. N4J\_018701-N4J\_018703.
- 115. Attached hereto as **Exhibit 113** is a true and correct copy of a printout of GFI's webpage <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> as it appeared on June 10, 2020 that I printed out and was produced by Plaintiffs with the Bates No. N4J\_018732-N4J\_018736. This was also authenticated and marked as Exhibit 26 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 190:2-16.
- 116. Attached hereto as **Exhibit 114** is a true and correct copy of a printout of GFI's webpage <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> as it appeared on December 9, 2020 that I printed out and bears the Bates No. N4J\_019978-N4J\_019981. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 117. Attached hereto as **Exhibit 115** is a true and correct copy of a printout of an issued raised on the Neo4j Online Community, which can be found at <a href="https://community.neo4j.com/t/neo4j-desktop-vs-neo4j-server/3066/">https://community.neo4j.com/t/neo4j-desktop-vs-neo4j-server/3066/</a> via Neo4j USA's webpage <a href="https://community.neo4j.com/">https://community.neo4j.com/</a>, which I printed out on September 13, 2019 and was produced by Plaintiffs with the Bates No. N4J-GFI\_000008-N4J-GFI\_000009. This was also authenticated and marked as Exhibit 36 during the Rule 30(b)(6) deposition of GFI (see Exhibit 31 at 229:1-7, 229:23-232:4 and Exhibit 116) and as Exhibit 27 during the Rule 30(b)(6) deposition of iGov (see Exhibit 3 at 208:14-209:6).

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- email exchange between John Mark Suhy and Benjamin Nussbaum, copying Brad Nussbaum, which was produced by Defendants in this litigation and bears the Bates No. IGOV0001570054. This email exchange contains the url address, <a href="https://community.neo4j.com/t/neo4j-desktop-vs-neo4j-server/3066">https://community.neo4j.com/t/neo4j-desktop-vs-neo4j-server/3066</a>, that matches Exhibit 115 hereto. This was also authenticated and marked as Exhibit 37 during the Rule 30(b)(6) deposition of GFI (see Exhibit 31 at 229:1-7, 229:23-232:4 and Exhibit 116) and as Exhibit 26 during the Rule 30(b)(6) deposition of iGov (see Exhibit 3 at 207:7-209:6).
- on May 19, 2018 on Plaintiffs GitHub repository, <a href="https://github.com/neo4j/neo4j/issues/11821">https://github.com/neo4j/neo4j/issues/11821</a>, by John Mark Suhy, which I printed out on June 10, 2020 and was produced with the Bates No. N4J\_01944-N4J\_019452. This was also authenticated and marked as Exhibit 25 during the Rule 30(b)(6) deposition of iGov. *See* Exhibit 3 at 201:18-203:3. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 120. Attached hereto as **Exhibit 118** is a true and correct copy of a continued July 2018 email exchange between GFI and Bob Trudeau produced by GFI bearing the Bates No. GFI000284-286. *See* Exhibit 28; see also Exhibit 31 at 83:22-84:7. GFI designated this document as "Confidential" when originally produced, but subsequently agreed that they did not need to be filed under seal.
- 121. Attached hereto as **Exhibit 119**, is a true and correct copy of a July 9, 2018 email exchange between John Mark Suhy, and Lewis Lu and Keshav Nagpal of Gravity iLabs spanning December 4 and 5, 2018, which was produced by the PureThink Defendants on November 19, 2019 and bears the Bates No. IGOV0001573440.0001- IGOV0001573440.0002. The portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
- 122. Attached hereto as **Exhibit 120** is a true and correct copy of a January 22, 2020 email from Michael Smolyak of Next Century Corp., copying John Mark Suhy and Shahak Nagiel, and produced by GFI with the Bates No. GFI000047. This was also marked as Exhibit 28 during the Rule 30(b)(6) deposition of GFI. *See* Exhibit 31 at 198:3-198:24. GFI designated this

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- 123. Attached hereto as **Exhibit 121** is a true and correct copy of a question posted on Stack Overflow, <a href="https://stackoverflow.com/company">https://stackoverflow.com/company</a>, a self-described "public platform [that] is used by nearly everyone who codes to learn, share their knowledge, collaborate, and build their careers," at <a href="https://stackoverflow.com/questions/54740366/unable-to-connect-to-neo4j-ongdb-browser-when-port-forwarding">https://stackoverflow.com/questions/54740366/unable-to-connect-to-neo4j-ongdb-browser-when-port-forwarding</a> as it appeared on September 26, 2019 and was produced by Plaintiffs with the Bates No. N4J\_019552.
- 124. Attached hereto as **Exhibit 122** is a true and correct copy of a question posted on Stack Overflow, <a href="https://stackoverflow.com/company">https://stackoverflow.com/company</a>, a self-described "public platform [that] is used by nearly everyone who codes to learn, share their knowledge, collaborate, and build their careers," at <a href="https://stackoverflow.com/questions/61497333/ongdb-neo4j-not-starting-up">https://stackoverflow.com/questions/61497333/ongdb-neo4j-not-starting-up</a> as it appeared on June 10, 2020 and was produced by Plaintiffs with the Bates No. N4J 019553.
- 125. Attached hereto as **Exhibit 123** is a true and correct copy of a question posted on Stack Overflow, <a href="https://stackoverflow.com/company">https://stackoverflow.com/company</a>, a self-described "public platform [that] is used by nearly everyone who codes to learn, share their knowledge, collaborate, and build their careers," at <a href="https://stackoverflow.com/questions/54802647/gremlin-server-not-starting-with-ongdb">https://stackoverflow.com/questions/54802647/gremlin-server-not-starting-with-ongdb</a> as it appeared on September 26, 2019 and was produced by Plaintiffs with the Bates No. N4J\_019544- N4J\_019546. This has also been captured by the Wayback Machine at <a href="https://web.archive.org/web/20190515022009/https://stackoverflow.com/questions/54802647/gremlin-server-not-starting-with-ongdb">https://web.archive.org/web/20190515022009/https://stackoverflow.com/questions/54802647/gremlin-server-not-starting-with-ongdb</a>.
- 126. Attached hereto as **Exhibit 124** is a true and correct copy of a question posted on Stack Overflow, <a href="https://stackoverflow.com/company">https://stackoverflow.com/company</a>, a self-described "public platform [that] is used by nearly everyone who codes to learn, share their knowledge, collaborate, and build their careers," at <a href="https://stackoverflow.com/questions/54224244/loading-large-cypher-file-in-neo4">https://stackoverflow.com/questions/54224244/loading-large-cypher-file-in-neo4</a> as it appeared on September 13, 2020 and was produced by Plaintiffs with the Bates No. N4J 019550.
- 127. Attached hereto as **Exhibit 125**, is a true and correct copy of Issue #4 opened on 22 -

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1	May 20, 2019 on Gr1's Github repository, <u>https://github.com/grapmoundation/ongdo/issues/4</u> ,
2	by John Mark Suhy, which I printed out on November 11, 2020 and bears the Bates No.
3	N4J_0199812-N4J_019983. The portions referenced by and/or that are most relevant to
4	Plaintiffs' Motion are highlighted.
5	128. Attached hereto as <b>Exhibit 126</b> is a true and correct copy of a February 19, 2020
6	email exchange between John Mark Suhy and Keoni Gasparat of Neo4j, which was produced by
7	the PureThink Defendants and bears the Bates No. IGOV0002851597.0001 -
8	IGOV0002851597.0003. Plaintiffs and the PureThink Defendants have designated this email as
9	"Confidential" under the Protective Order.
10	129. Attached hereto as <b>Exhibit 127</b> is a true and correct copy of an August 2018 email
11	email exchange between John Mark Suhy and Michael Dunn of the Internal Revenue Service,
12	copying Linkavan Manoharan, Lisa Rosenmerkel and GuoqingWeng, which was produced by the
13	PureThink Defendants on November 19, 2019, and bears the Bates No. IGOV0001573217.0001 -
14	IGOV0001573217.0003
15	130. Attached hereto as <b>Exhibit 128</b> , is a true and correct copy of Plaintiff Neo4j, Inc.'s
16	Request for Admission, Set One, to Defendant Graph Foundation, Inc.
17	131. Attached hereto as <b>Exhibit 129</b> , is a true and correct copy of Graph Foundation,
18	Inc.'s Supplemental Objections and Responses to Neo4j, Inc.'s First Set of Requests For
19	Admission.
20	132. Attached hereto as <b>Exhibit 130</b> is a true and correct copy of a July 3, 2018 email
21	from John Mark Suhy (without attachment), which was produced by the PureThink Defendants as
22	"email-20" and designated by them as Confidential under the Protective Order.
23	133. Attached hereto as <b>Exhibit 131</b> is a true and correct copy of a February 17, 2020
24	email to John Mark Suhy and one of the referenced attachments, T001 Request for Quotation
25	Template.docx, which was produced by the PureThink Defendants as "email-11" and designated
26	by them as Confidential under the Protective Order. The portions referenced by and/or that are
27	most relevant to Plaintiffs' Motion are highlighted.
28	134. Attached hereto as <b>Exhibit 132</b> is a true and correct copy of a February 19-20,
EΥ	842\3639273.5 - 23 -

1	2020 email exchange and the referenced attachment, Outward-Pricing-Breakdown-NGC-v1.pdf,
2	which was produced by the PureThink Defendants and designated by them as Confidential under
3	the Protective Order.
4	135. Attached hereto as <b>Exhibit 133</b> is a true and correct copy of a January 23-24, 2020
5	email exchange, which was produced by the PureThink Defendants with the Bates No. 06-2020-
6	000044 and designated by them as Confidential under the Protective Order. The portions
7	referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
8	136. Attached hereto as <b>Exhibit 134</b> is a true and correct copy of an April 9-10, 2020
9	email exchange, which was produced by the PureThink Defendants with the Bates No. 06-2020-
10	000047-06-2020-000049 and designated by them as Confidential under the Protective Order. The
11	portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
12	137. Attached hereto as <b>Exhibit 135</b> is a true and correct copy of a May 4-5, 2020
13	email exchange, which was produced by the PureThink Defendants with the Bates No. 06-2020-
14	000050-06-2020-000053 and designated by them as Confidential under the Protective Order. The
15	portions referenced by and/or that are most relevant to Plaintiffs' Motion are highlighted.
16	I declare under penalty of perjury under the laws of the United States of America that the
17	foregoing is true and correct, and that this declaration was executed on this 11th day of December
18	2020, at San Jose, California.
19	
20	<u>/s/ Jeffrey M. Ratinoff</u> Jeffrey M. Ratinoff
21	Jeffrey M. Ratinoff
22	
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24	
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26	
27	
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LEY	842\3639273 5 - 24 -

# **EXHIBIT 1**

# United States of America Anited States Antent and Arademark Office United States Patent and Trademark Office

# NEO4J

Reg. No. 4,784,280

Registered Aug. 4, 2015 SAN MATEO, CA 94401

Int. Cls.: 9, 35, 41, 42 and 45

TRADEMARK

**SERVICE MARK** 

PRINCIPAL REGISTER

NEO TECHNOLOGY (DELAWARE CORPORATION)

111 E. 5TH AVE.

FOR: COMPUTER PROGRAMS FOR MANAGING, STORING, AND ACCESSING DATA FROM A DATABASE, ANALYZING DATA IN COMPUTER DATABASES FOR BUSINESS PURPOSES, PROCESSING IN THE NATURE OF UPDATING DATA IN COMPUTER DATABASES, AND VISUALIZING IN THE NATURE OF CREATING GRAPHS FROM DATA STORED IN DATABASES: COMPUTER PROGRAMS FOR STORING, MANAGING, AND QUERYING DATA FROM DATABASES ON COMPUTERS, COMPUTER NETWORKS, AND GLOBAL COMPUTER NETWORKS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

FOR: CONSULTING SERVICES AND ADVICE IN THE FIELD OF UPDATING AND MAIN-TENANCE OF DATA IN COMPUTER DATABASES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FOR: EDUCATIONAL SERVICES, NAMELY, CONDUCTING TRAINING CLASSES, CERTI-FICATION TRAINING, WORKSHOPS, TUTORIAL SESSIONS, AND ONLINE CLASSES IN THE FIELDS OF DESIGNING COMPUTER DATABASES AND UPDATING AND MAINTEN-ANCE OF DATA IN COMPUTER DATABASES, AND DISTRIBUTING COURSE MATERIALS IN CONNECTION THEREWITH; PROVIDING TRAINING SERVICES IN THE FIELDS OF DESIGNING COMPUTER DATABASES AND UPDATING AND MAINTENANCE OF DATA IN COMPUTER DATABASES, AND DISTRIBUTING COURSE MATERIALS IN CONNECTION

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.



THEREWITH, IN CLASS 41 (U.S. CLS. 100, 101 AND 107). FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

Nichelle K. Len

Director of the United States Patent and Trademark Office

FOR: PROVIDING A WEB SITE FEATURING TECHNOLOGY THAT ENABLES END USERS TO STORE, MANAGE, AND QUERY DATA FROM DATABASES ON COMPUTERS, COM-PUTER NETWORKS, AND GLOBAL COMPUTER NETWORKS; CLOUD COMPUTING FEATURING SOFTWARE FOR USE IN MANAGING, STORING, AND ACCESSING DATA FROM A DATABASE, ANALYZING DATA IN COMPUTER DATABASES FOR BUSINESS PURPOSES, PROCESSING IN THE NATURE OF UPDATING DATA IN COMPUTER

 $Reg.\ N_0.\ 4,784,280\ \ \text{Databases, and visualizing in the nature of creating graphs from data}$ STORED IN DATABASES; TECHNICAL SUPPORT SERVICES, NAMELY, INSTALLATION, ADMINISTRATION, AND TROUBLESHOOTING OF DATABASE APPLICATIONS; COM-PUTER SERVICES, NAMELY, PROVIDING CONSULTATION SERVICES AND ADVICE IN THE FIELDS OF DESIGNING COMPUTER DATABASES, IN CLASS 42 (U.S. CLS. 100 AND

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

FOR: CONSULTING SERVICES AND ADVICE IN THE FIELD OF MAINTAINING THE SE-CURITY AND INTEGRITY OF DATABASES, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 6-4-2006; IN COMMERCE 5-28-2007.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-TICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-267,006, FILED 4-30-2014.

SIMON TENG, EXAMINING ATTORNEY

## REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years\* What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

**Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

### Requirements in Successive Ten-Year Periods\* What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

#### **Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

\*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at http://www.uspto.gov.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <a href="http://www.uspto.gov">http://www.uspto.gov</a>.

# **EXHIBIT 2**



HOME CAPABILITIES CONSULTING COMPANY

# About PureThink

PureThink is a software and information technology services company focusing on government consulting / contracting. Our team is experienced and innovative and this reflects on the overall quality of our products and services.

**About Us** 

**NAICS & SIC Codes** 

#### Philosophy

To help you succeed, we believe in working closely and cooperatively. Our goal is to ensure everyone on the same page regarding project status, methods and tasks. Our approach is to develop software according to an Agile methodology which means we emphasize people and interaction rather than complicated processes and endless documentation.

PureThink provides strategic consulting, business systems development and integration, technology solutions, and managed services to federal government agencies, Non Profits and commercial companies. We collaboratively help our clients achieve results by identifying mission critical issues and implementing innovative and customized solutions that achieve create value and desired business results - productivity, speed, margins, technology and relationships. Over the years, we have earned a solid reputation for combining our strategic consulting, technology, functional and vertical market expertise and innovative delivery model into practical solutions that deliver results. Our flexible yet structured approach and integrated methodologies enable us to structure engagements to best meet our clients' specific needs. In short, we do what it takes to get the job done - on time and on budget.

#### Results

#### Contact

Main Office

1902 Campus Commons Drive

Suite 101

Reston, VA 20191

Phone: 703-348-3968

Email: info@purethink.com.

Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Our mission is to bring the greatest value to our clients globally by leveraging our considerable depth of resources and experience. We align our approach to the specific business drivers of each business we work with. We tailor solutions to best suit different cultural environments, industries, and market conditions. We focus on business strategy implementation, not business strategy development.

#### Distinguishers

- \* Past performance in Federal, DOD, and commercial spaces (from small to enterprise) .
- \* Our management team is comprised of highly experienced technology professionals.
- \* No off-shoring : our resources are all located in the USA.
- \* Extensive domain knowledge, adaptability, and experience in emerging technologies, methodologies and processes.
- \* Security focused. All of our software development professionals must go through security training. We were 2011 RSA speakers on security in the cloud.
- \* Our company is profitable with zero debt.
- \* Our core team has been working together for over 10 years.

# **EXHIBIT 3**

# REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

# **EXHIBIT 4**

DocuSign Envelope ID: 41331AB3-36EE-4B2C-BB85-AC039E73A2D0

# neotechnology graphs are everywhere

#### **NEO4J SOLUTION PARTNER AGREEMENT**

Partner:	PureThink LLC	Neo Representative:	Erik Nolten; erik.nolten@neotechnology.com				
Address:	4202 Adrienne Dr	Address:	Phone: +31 652 721 808  Neo Technology, Inc. 111 East 5th Avenue San Mateo, CA 94401				
Contact Name:	John Mark Suhy Jr	Phone:	1-855-636-4532				
Contact Phone:	703-348-3968 x 101	Web:	www.neotechnology.com				
Contact Email:	jmsuhy@purethink.com	E-mail:	accounting@neotechnology.com				
Support contact 1		Support contact 2					
Name:	John Mark Suhy	Name:	Nikhil Budhiraja				
Email:	jmsuhy@purethink.com	Email:	nikhil@purethink.com				
Mobile:	703-348-3968 x 101	Mobile:	703-348-3968 x 109				
Payment Information	Wire payment information: Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054, USA	Routing and Transit #: 12 SWIFT code: SVBKUS6S Credit Account #: 330072					
Neo4j Solution Partner I	Program Fee:						
Agreement Period	Agreement Period 1 Year Annual fees: USD 1,995.00						
	Special condition: Fee is payable with the first Product order/referral.						
Territory. Subject to the terms and conditions of this Agreement, Partner may sell the Products in the following "Territory" (check all that apply). Applicable territories:X_North America; Central and South America; Europe; Middle Eastern; Africa; Japan; India; Australia and New Zealand; Asia Pacific excluding Australia, New Zealand, Japan and India; (Other).							

By signing below, "Partner" shall be entitled to the benefits set forth on Exhibit A and Partner acknowledges and agrees to the terms and conditions of the Partner Terms attached hereto as Exhibit B effective as of \_\_\_\_09-30-2014\_\_\_\_\_ ("Effective Date"), by and between Neo Technology, Inc. ("Neo Technology"), a corporation having its principal place of business at 111 East Fifth Ave., First Floor, San Mateo, CA 94401 ("Neo Technology") and the "Partner" below.

Partner:		Neo Tech	nnology, Inc.
Name:	PureThink LLC	Name:	LARS NORDWALL
Title:	CTO / Director	Title:	C00
Date:	09-30-2014	Date:	10/6/2014
Signature:	Jakus S	Signature	DocuSigned by:  UKS NO-KDWUU  5E9692354E8643E



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#### **NEO4J SOLUTION PARTNER AGREEMENT**

#### Exhibit A Benefits

In consideration for Partner's pre-payment of applicable fees and ongoing compliance with all of the other terms and conditions of this Agreement, and any Exhibits hereto, Neo Technology agrees to offer Partner the non-exclusive benefits described below.

NEO4J SOLUTION PARTNER BENEFIT & QUALIFICATION TABLE	
Revenue sharing on sold subscriptions based on price list	25% or as otherwise mutually agreed ir an order form
Referral fee on sold new subscription	optional
Internal use of Neo4j for training and demo purposes	1
Press release support for customer case studies	1
Invitation to Neo events (fees may apply)	1
Neo4j Partner Logo Usage	1
Invitation to Product Roadmap Discussions	1
Strategic Account Support	1
Listing on Partner Page	1
Access to training and certification program subject to execution of Authorized Training Partner Addendum	
Partner Portal Access	1
Access to Neo4j Support	1
Training discount	20%
Qualification and Partner Guidelines	
Proven ability to commit and deliver on consulting engagements with high success rate	1
Complete and submit Neo Partner Agreement	1
2 or more Certified Neo Consultants	1
Joint Business & Marketing Plan for Territory	1
Generate Case study(s) for joint customer	1
Two Annual new customer acquisition target	1
Organize Neo4j events	1

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### NEO4J SOLUTION PARTNER AGREEMENT

### Exhibit B Partner Terms

1. PARTNER PROGRAM AND ORDERS. In exchange for the payment of applicable fees, Partner will be entitled to the benefits of the Partner Program for described on Exhibit A. Partner may submit orders for Products to Neo Technology from time to time. All orders must be consistent with the terms of this Agreement and are subject to Neo Technology's acceptance or Technology provides to Partner shall execute the Neo Technology Order Form and shall: (i) shall cause the applicable End User to execute Neo Technology's Acknowledgement Form as Neo Technology provides to Partner from time to time or (ii) Partner hereby agrees to be responsible and jointly and severally liable for all of the End User/Licensee obligations found at <a href="http://www.neotechnology.com/terms/enduser-partner-us/">http://www.neotechnology.com/terms/enduser-partner-us/</a> with respect to (a) the State of Maryland as the End User/Licensee under such terms and (b) with respect to any other governmental entity that Neo Technology approves of in a mutually agreed upon Neo Technology Order Form. All licenses to use the Products will be between Neo Technology and the applicable End User. Partner will inform Neo Technology of the status of each Product order renewal in writing at least thirty (30) days before the expiration date of each End User's subscription license period. In the event Partner fails to notify Neo Technology within the thirty (30) day period described above, Neo Technology may, in its sole discretion, renew the Product subscription directly with the End User.

### 2. PAYMENTS AND FEES.

- 2.1 Partner Program Fees. During the term of this Agreement, Partner will pay to Neo Technology the annual Partner Program fees as specified on the front page of this Agreement. The first year's annual Program fees are due on the Effective Date of this Agreement. Thereafter, the annual Program fees for renewal years will be invoiced at the then current annual Partner Program fees and such renewal Partner Program fees will be invoiced annually in advance on each anniversary of the Effective Date of this Agreement.
- 2.2 Product Orders and Fees. Fees for orders for subscriptions to the Products, including for renewals subject to Section 1, will be at the discounted prices set forth in Exhibit A and will be invoiced in advance after Neo Technology's Acknowledgement Form is executed by Partner and the End User or as otherwise set forth in Section 1. Partner shall not enable any End User to download, install or use the Products unless and until the End User has duly executed Neo Technology's Acknowledgement Form or as otherwise set forth in Section 1. Neo Technology shall have the right to modify the discounted prices set forth in Exhibit A at any time. Neo Technology will provide the renewal amount to Partner for each End User renewal within a reasonable period of time after Partner informs Neo Technology of the status of each Product order renewal as set forth in Section 1 above.
- 2.3 Taxes/Duties. All fees and charges payable by Partner under this Agreement are exclusive of any (a) duties or (b) present or future sales, use, value added, excise, or other governmental or similar taxes applicable to this Agreement. Neo Technology will separately itemize any applicable taxes and duties of which it is aware on each invoice, unless Partner furnishes Neo Technology with a properly executed tax exemption certificate certifying that it does not owe such taxes and duties. Partner will be responsible for paying any applicable taxes and duties currently or hereafter assessed by a government agency, other than taxes based on Neo Technology's net income. If all or any part of any payment owed to Neo Technology under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between the U.S. and any such country, such payment shall be increased by the amount necessary to result in a net payment to Neo Technology of the amounts otherwise payable under this Agreement.
- **Payment.** Unless otherwise indicated in addendums to this Agreement, payments of all invoices: (a) will be paid within thirty (30) days of the date of the invoice; and (b) will be made in EUROS or U.S. dollars as set forth on the front page of this Agreement or as Neo Technology otherwise specifies without right of set off or chargeback. All fees are non-refundable. All amounts not paid when due are subject to a late fee of the lesser of one percent (1%) per month or the maximum amount allowable by law.
- 2.5 Notification of Changes. Neo Technology will provide Partner with sixty (60) days written notice of any changes in the Partner program benefits set forth on Exhibit A.
- 2.6 Audit Rights. Partner will, during this Agreement and for a period of one (1) year after termination, maintain records relating to its performance under this Agreement. Partner agrees that Neo Technology, upon at least ten (10) days prior written notice during business hours may at its own cost and expense directly or through an agent inspect such accounts, records and other information as may be required to verify Partner's compliance with this Agreement. The cost of the audit will be borne by Neo Technology unless the audit reveals an underpayment by Partner to Neo Technology, in which case Partner will immediately pay the amount of the underpayment and will pay for the cost of the audit.
- 3. CONFIDENTIALITY. Each party acknowledges that it acquires only the right to use the other party's Confidential Information under the terms and conditions of this Agreement and does not acquire any rights of ownership or title in the other party's Confidential Information. Each party will hold in confidence any Confidential Information received by it from the other and will protect the confidential ty of such with the same degree of care that it exercises with respect to its own information of like import, but in no event less than reasonable care, for a period of five (5) years from receipt. Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party is required to disclose Confidential Information pursuant to any applicable statute, regulation or order of a court of competent jurisdiction, that party will use commercially reasonable efforts to notify the other party of the required disclosure.

### 4. LICENSES AND OWNERSHIP.

- 4.1 Licenses. Neo Technology hereby grants to Partner a non-exclusive, non-transferable limited license during the term of this Agreement to: (i) use the Products solely to demonstrate the Products to potential customers in connection with its performance under this Agreement; (ii) provided that Partner has executed an Authorized Training Partner Addendum, use the Products from Neo Technology, with all such Support as described on Exhibit C; (iii) use the Neo Technology trademarks solely to market and promote the Products in accordance with the terms of this Agreement; and (iv) market and resell licenses to the Products (in object code only) to End Users, for use by End Users for their internal business purposes and subject to the End Users' agreement to Neo Technology's Acknowledgement Form and license agreement or as otherwise set forth in Section 1. Partner will use Neo Technology trademarks only in accordance with Neo Technology's then-current trademark usage guidelines. Any use by Partner of Neo Technology trademarks will inure to the benefit of Neo Technology will provide Partner with Level 3 Support as described on Exhibit C.
- 4.2 Pre-Existing Technology. Each party acknowledges and agrees that, as between the parties, each party is and will remain the sole and exclusive owner of all right, title, and interest in and to its pre-existing technology, and all associated Intellectual Property Rights, and that this Agreement does not affect such ownership. Each party acknowledges that it acquires no rights under this Agreement to the other party's pre-existing technology other than the limited rights specifically granted in this Agreement. Neo Technology will own all right, title, and interest in and to all Products and derivative works of the Products and all associated Intellectual Property Rights. If Partner acquires any rights, including any Intellectual Property Rights, in the Products or derivative works thereof, Partner hereby assigns and agrees to assign to Neo Technology all such rights.
- 4.3 Modifications to Pre-Existing Technology. Each party acknowledges and agrees that, as between the parties, each party is and will remain the sole and exclusive owner of all right, title, and interest in and to any modifications and/or derivative works to its pre-existing technology regardless of who created such modifications and/or derivative works, and all associated Intellectual Property Rights. Each party acknowledges that it acquires no rights under this Agreement to the modifications and/or derivative works of the other party's pre-existing technology other than the limited rights specifically granted in this Agreement.

### 4.3 Restrictions

- 4.3.1 During the term of this Agreement, Partner may not use or run on any of Partner's hardware, or have deployed for internal use, any Neo Technology Community Edition Products for commercial or production use. In no event shall Partner reverse engineer, distribute or otherwise use the Products for its own internal use. There are no implied rights. Partner will not fork or bifurcate the source code for any Neo Technology Community Edition Products into a separately maintained source code repository so that development done on the original code requires manual work to be transferred to the forked software or so that the forked software starts to have features not present in the original software.
- **4.3.2** During the term of this Agreement and up until thirty six (36) months after the termination or expiration of this Agreement, Partner may not develop, market, distribute or offer any services related to any Neo Technology Community Edition Products, derivative works of such products, or any Partner software code made to work with Neo Technology Community Edition Products (including, without limitation, hosting services, training, technical support, configuration and customization services, etc.).
- 4.3.3 During the term of this Agreement, Partner will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with Partner's obligations, or the scope of services to be rendered for Neo Technology, under this Agreement. Partner warrants that, to the best of Partner's knowledge, there is no other existing contract or duty on Partner's part that conflicts with or is inconsistent with this Agreement. Partner agrees to indemnify and hold harmless Neo Technology from any and all losses and liabilities incurred or suffered by Neo Technology by reason of the alleged breach by Partner of any services agreement between Partner and any third party.
- 4.3.4 Partner shall conduct and perform its obligations under this Agreement in a manner that reflects favorably on Neo Technology at all times. Partner shall not make any representations or warranties regarding Neo Technology or the Products. Partner agrees to indemnify, defend and hold harmless Neo Technology from any and all claims arising from any representations or warranties made by Partner regarding Neo Technology and/or Product(s) and/or Neo Technology Services. Partner may not approach any End Users who purchased Products directly from Neo Technology for the purpose of renewing or upgrading the End User's subscription to the Products through Partner.
- 5. **DISCLAIMER.** NEO TECHNOLOGY MAKES NO WARRANTIES REGARDING THE PRODUCTS OR ANY INFORMATION PROVIDED BY NEO TECHNOLOGY HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 6. LIMITATION OF LIABILITY. NEO TECHNOLOGY WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF NEO TECHNOLOGY HAS BEEN PREVIOUSLY ADVISED OF THE

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### NEO4J SOLUTION PARTNER AGREEMENT

POSSIBILITY OF SUCH DAMAGE. NEO TECHNOLOGY'S AGGREGATE CUMULATIVE LIABILITY FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, WILL BE LIMITED TO THE AMOUNT PAID BY PARTNER TO NEO TECHNOLOGY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION FIRST GIVING RISE TO THE CLAIM. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

### TERM AND TERMINATION.

- 7.1 Term. This Agreement will commence on the Effective Date, and remain in effect for a period of one (1) year. Thereafter, this Agreement will automatically renew at additional one (1) year periods unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew.
- **7.2 Termination.** This Agreement may be terminated by a party for cause immediately if (a) the other ceases to do business, or otherwise terminates its business operations; or (b) the other materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of written notice describing the breach. In addition, Neo Technology may terminate this Agreement at any time by providing Partner with ninety (90) days prior written notice. This Agreement may be terminated as set forth on Exhibit C.
- 7.3 Effect of Termination. Upon termination of this Agreement by either party (a) all rights and licenses of Partner hereunder will terminate and Partner shall cease all communications with End Users regarding the Products; and (b) each party will immediately return to the other party all Confidential Information in its possession, custody or control in whichever form held (including all copies or embodiments of the Confidential Information) and will cease using any trademarks, service marks and other designations of the other party; and (c) Partner shall pay to Neo Technology all outstanding fees. To remove all doubt, except as set forth in this Agreement, it is hereby clarified that Partner will not be entitled to any additional remuneration, or reimbursement of any expenses based on the expiration or termination of this Agreement. An addendum to this Agreement may specify additional effects of termination of this Agreement. After any termination of this Agreement, Neo Technology shall not be restricted in any manner from licensing or contracting with End Users.
- 7.4 Survival. In addition to any provisions set forth on an addendum to this Agreement that expressly survive termination or expiration of this Agreement, any definitions any payment obligations that accrued prior to the effective termination or expiration date and Sections 2.6, 3, 4.2, 4.3.2 (as set forth therein), 4.3.4, 5, 6, 7, 8, 10 and 11 will survive the expiration or termination of this Agreement.
- 8. INDEMNITY. Partner will indemnify, defend and hold harmless Neo Technology from and against any and all third party claims, suits, actions, demands and proceedings against Neo Technology and all losses, costs and liabilities related thereto arising out of or related to any negligence by Partner or any other act or omission of Partner, including without limitation any breach of this Agreement by Partner.

### MARKETING

- 9.1 Marketing. Provided that Partner complies with all of the obligations herein, Neo Technology will include the Partner company logo and profile on the Neo Technology website. Partner will include the Neo Technology company logo on Partner website in accordance with the Neo Technology trademark usage guidelines. Each party may issue a press release announcing that Partner is a Partner as the other party approves in writing. Each party will provide a quote from an executive to support the other party's press release. All marketing activities are subject to approval by both Partner and Neo Technology.
- 9.2 Surveys. Neo Technology may issues surveys to Partner once per quarter in an effort to improve customer satisfaction. Partner will provide responses within ten (10) business days of receipt of each survey.

### GENERAL TERMS.

- 10.1 Force Majeure. A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform.
- 10.2 Relationship of Parties. This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.
- 10.3 Notices. All written notices required by this Agreement must be delivered to the addresses specified above, either in person or by a means evidenced by a delivery receipt. All notices will be effective upon receipt.
- **10.4 Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, however, either party may assign this Agreement without the other party's consent to a parent or subsidiary of such party or in the case of a merger or sale of all or substantially all of its assets or stock.
- 10.5 Waiver or Delay. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement
- 10.6 Provisions Found Invalid. If any term or provision of this Agreement is found to be invalid under any applicable statute or rule of law then, that provision notwithstanding, this Agreement will remain in full force and effect and such provision will be deemed omitted; provided, however, in lieu of such omitted provision there will be added to this Agreement a valid provision which is as nearly identical to the omitted provision as possible.
- 10.7 Construction. This Agreement has been negotiated by the parties, each of which has been represented by counsel. This Agreement will be fairly interpreted in accordance with its terms, without any strict construction in favor of or against either party.
- 10.8 Governing Law. Any action related to this Agreement will be governed by the laws of California without regard for its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 10.9 Venue. Except as set forth below, the courts seated in San Mateo, California, will have sole and exclusive jurisdiction for all purposes in connection with any action or proceeding that arises from, or relates to, this Agreement, and each party hereby irrevocably waives any objection to such exclusive jurisdiction. Notwithstanding anything in this Agreement to the contrary, Neo Technology may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of its intellectual property rights or those of its licensors, and Partner hereby submits to the exclusive jurisdiction of such courts and waives any objection thereto on the basis of improper venue, inconvenience of the forum or any other grounds.
- 10.10 Export. Partner will not export the Products in violation of the export laws of the United States or of any other country.
- 10.11 Non-solicitation. During the term of this Agreement and for a period of one (1) year thereafter Partner will not directly or indirectly, either alone or in association with others, (a) solicit, or permit any of its affiliates to solicit, any employee of Neo Technology or its affiliates to leave the employ of Neo Technology or any of its affiliates, or (b) solicit for employment, hire, or engage as an independent contractor, or permit any of its affiliates to solicit for employment, hire, or engage as an independent contractor, any person who was employed by Neo Technology or its affiliates; provided, that this clause (b) will not apply to any individual whose employment with Neo Technology or any of its affiliates has been terminated for a period of six (6) months or longer and provided further that this Section 10.11 will not prohibit general advertisement of employment opportunities not specifically targeting any employee(s) of Neo Technology or its affiliates.
- 10.13 Other. This Agreement and attached Exhibit(s) is the entire agreement between the parties. This Agreement supersedes and cancels any prior documents or agreements, whether written or oral, regarding the subject matter addressed in this Agreement and attached Exhibit(s). If any terms on Partner's orders conflict with the terms of this Agreement, the conflicting terms of this Agreement shall control. Any preprinted terms on Partner's purchase order or similar ordering or other document are hereby rejected.

### 11. DEFINITIONS.

"Confidential Information" means information which has value because it is not generally known and which the disclosing party uses reasonable means to protect and includes without limitation any information designated as confidential or proprietary by either party to this Agreement upon disclosure. Confidential Information may include proprietary information of third parties who have granted licenses to or have contractual relationships with the disclosing party. Confidential Information excludes information that receiving party can clearly establish by written evidence: (a) was in the possession of, or was known by, receiving party prior to its receipt from disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by receiving party from a third party not under any obligation of confidentiality; or (d) is independently developed by receiving party without use of Confidential Information. Furthermore, disclosure of Confidential Information will not be prohibited if disclosure is required by law, regulation or order of a court of competent jurisdiction.

"End User" means an end customer that may use the Products for their own internal use and not for resale or distribution.

"Intellectual Property Rights" means all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including all: (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, service marks, trade dress and trade names; and (e) any right analogous to those set forth in this Agreement and any other proprietary rights relating to intangible property.

"Neo Technology Community Edition Product" means an open source version of a Neo Technology software product

"Products" means the Neo4J commercial software provided by Neo Technology and licensed to the End User.

"Support" refers generally to the provision of support as described in Exhibit C of this Agreement

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### **NEO4J SOLUTION PARTNER AGREEMENT**

### Exhibit C Support

- 1. Introduction. This Support Summary is an attachment to the Partner Agreement between Neo Technology and the applicable Partner and is automatically deemed part of, and governed by, the Partner Agreement. Unless otherwise defined in this Support Summary, any capitalized term used in this Support Summary will have the meaning given it in the Partner Agreement.
- 2. Partner's Support Obligations. Partner will provide First and Second Line Support to End User(s) for the Products. This First and Second Line Support shall be provided in accordance with Neo Technology's standard Support Terms, available at <a href="http://nedechnology.com/support-terms">http://nedechnology.com/support-terms</a>, and be provided in the time zone and local language of End User(s) unless agreed otherwise with End User(s) and Neo Technology. Additionally, Partner commits to agreeing with End User(s) on the manner in which Partner will provide First and Second Line Support, including the minimum response time(s). Partner will provide for any First and Second Line Support request by End User(s), and will provide Neo Technology with a summary of each such agreement.
- 3. Deficiencies. In the event an End User is dissatisfied with Partner's Support, or Neo Technology otherwise reasonably believes that Partner is not providing such Support in accordance with accepted industry standards, then Neo Technology will notify Partner in writing and both parties will work together in good faith to resolve the deficiencies. If within thirty (30) days, Neo Technology does not believe, in its sole discretion, that such deficiencies have been resolved, Neo Technology may require that Partner cease the provision of Support and allow Neo Technology, or a nominated representative of Neo Technology, to provide such Support directly to the applicable End User(s). In such event, Partner agrees to provide reasonable cooperation in the transition of Support to Neo Technology, or the nominated representative of Neo Technology, and, if Partner was paid in advance for future Support, Partner will pay Neo Technology agreed-to amounts for the period of Support to be provided by Neo Technology or its nominated representative.
- 4. Partner Certification. Partner must meet any certification requirements specified by Neo Technology from time to time in writing, including, without limitation, the requirement to have on Partner's staff at least two (2) Neo Technology certified engineers within six (6) months of the Effective Date. Neo Technology will offer, and Partner may order, training programs in accordance with Neo Technology's then-current program rates or as agreed by the parties in writing. In addition, Partner will comply with any additional certification and training requirements established by Neo Technology from time to time, within ninety (90) days notice from Neo Technology. Support certification is based on a combination of performance-based tests and attended training days that measure competency on Products.
- 5. Neo Technology's Support Obligations. For the purposes of Support, Neo Technology will consider Partner as a customer and provide Partner with Second Line Support in accordance with Neo Technology's standard Support Terms, available at <a href="http://neotechnology.com/support-terms">http://neotechnology.com/support-terms</a>. Partner will meet all obligations of a customer described in the Support Terms. Partner agrees to contact Neo Technology for Second Line Support only when, after reasonable commercial efforts, Partner has identified an issue related specifically to Product and is unable to determine a resolution. If any terms of the Support Terms at <a href="http://neotechnology.com/support-terms">http://neotechnology.com/support-terms</a>, conflict with any terms of this Exhibit C shall control.
- 6. Cooperation. Partner will cooperate with and provide assistance to Neo Technology as Neo Technology may reasonably request in connection with Neo Technology's Support obligations, including, without limitation, the following:
  - 6.1. Test Code. Partner will use its best efforts to provide Neo Technology functioning test code that reproduces and isolates the issue in Product. Such test code must be reproducible using systems and tooling available to Neo Technology. In addition, Partner will remove extraneous comments and code from the test code provided and to the extent possible, such code will be fully self-contained, automated and will demonstrate the precise issue reported rather than other possible problems. If Partner cannot provide test code that reproduces the issue, Partner acknowledges that Neo Technology may be unable to provide a resolution to the issue. In such cases, Neo Technology will work with Partner to assist in the development of a test case.
  - 6.2. Access. Partner will use its best efforts to provide Neo Technology with access (via remote telecommunications and, if applicable, on-site access at the End User's or Partners premises) to the extent reasonably necessary to allow Neo Technology to provide Support. If Partner cannot provide remote access, Neo Technology may be unable to provide a resolution to the issue.
  - 6.3. Assistance. Partner will provide Neo Technology with a continually-available engineer who will promptly assist Neo Technology with data gathering, testing, and applying all fixes to the applicable environment for Severity Level 1 and Severity Level 2 issues.
- 7. Data. In connection with any activities provided hereunder, Partner will only share or otherwise disclose data to Neo Technology for which Partner has obtained the rights, and express consent of the data subject, to disclose to Neo Technology.
- 8. Reporting. Partner will provide Neo Technology with a monthly report detailing the status of all Severity Level 1 and Severity Level 2 Support cases, as defined in the Support Terms, provided to each End User, including all information reasonably requested by Neo Technology. Such reports will be provided on the first Friday of every month and cover the previous month's activities. Partner acknowledges that Neo Technology may change the reporting obligations described in this Section, and Partner will comply with any new reporting obligations within thirty (30) days of Neo Technology's request. The Support report will provide the following:
  - Case number (provided by Partner to End User)
  - Partner ID (provided by Neo Technology)
  - End user name and contact details
  - Status (e.g. new, open, hold, solved, closed)
  - Severity Level, based on the categories defined in Neo Technology's standard Support Terms
  - Initial response time; opened and closed date
  - Responsible support representative
  - Product
  - Issue description and type, and root cause description
- 9. Exclusions. Neo Technology will not be obliged to provide Support to Partner for any issue arising out of any of the following events
  - A failure of hardware, equipment or programs not provided by Neo Technology
  - Support for any versions of the Product that are not obtained by Partner via the Neo Technology Customer Support Portal
  - Use in a Production Environment of versions of the Product not marked as 'Generally Available'
  - Support for any version of the Product in production more than two years from the date of its general availability
  - Any cause or causes beyond the reasonable control of Neo Technology (e.g. floods, fires, loss of electricity or other utilities)
  - Partner's or End User's failure to comply with operating instructions contained in the Product documentation
  - Any modification, enhancement or customization of the Product by anyone other than Neo Technology
  - APIs, interfaces, web services or data formats other than those included with the Product
- 10. Other Terms. Neo Technology may modify its processes and requirements from time to time upon reasonable written notice to Partner; provided that any such changes will apply only prospectively
- 11. Termination. Neo Technology reserves the right, at any time, to withdraw the availability of Support for a Product with twelve (12) months prior written notice.

# **EXHIBIT 5**

From: John Mark Suhy jmsuhy@purethink.com

Subject: Gov Edition Update

Date: July 14, 2015 at 3:37 PM CDT

To: David Fauth david.fauth@neotechnology.com



I am going to send you a breakdown of why we created the Government Edition - since it may not be apparent without an explanation.

I will send you the high level overview so it all makes sense.

In a nutshell - it was put together specifically for US government procurements to help with sole source, GSA pricing negotiations (As no commercial sales and more features for pricing justification), and so that price publications to public that are common in govt contracting don't alienate other commercial clients or other country government clients.

Right now for example - with GSA prices public for Enterprise edition it may upset other countries and clients who would also want 18% discount. The gov edition addresses all these editions.

will send details today.

John Mark Suhy PureThink jmsuhy@purethink.com 703-862-7780 http://purethink.com

## **EXHIBIT 6**

# REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

## **EXHIBIT 7**

# REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

From: John Mark Suhy jmsuhy@purethink.com

Subject: Updated to 3.2

Date: May 12, 2017 at 3:17 AM CDT

To: Philip Rathle philip@neotechnology.com



Congrats on product launch! I am running a very large import for IRS on it - just to see how it does. I will let you know how it does.

I will keep you updated. Dave Fauth finally got access after all this time. We put him as a team member so you guys have more access. We still haven't done a purchase order with Neo because of an issue with the partner agreement hopefully that will be resolved soon. (Some parts of Treasury use Neo4j Enterprise under AGPL which will violate their agreement once signed. You wouldn't see it via UdC because those pings never get out past firewalls.)

On another note - Treasury's laptops use a locked down version of Internet Explorer which won't let bolt run. (Websocket errors). This is the case for gov agencies as well so be aware that 3.2's browser won't function in those cases.

In the next few weeks I can show you what I built for them if you are imterested in seeing it.

Talk to you later

John Mark

John Mark Suhy PureThink jmsuhy@purethink.com 703-862-7780 https://purethink.com

# **EXHIBIT 9**



111 East Fifth Avenue. San Mateo, CA 94401 (855) 636 - 4532

May 30, 2017

PureThink LLC 4202 Adrienne Dr. Alexandria, VA 22309 Attn: John Mark Suhy Jr.

To Mr. Suhy:

Re: PureThink LLC's ("PureThink") breach of Neo4j Solution Partner Agreement with Neo Technology, Inc. ("Neo Technology") dated September 30, 2014 ("Agreement")

I am writing on behalf of Neo Technology. As we have discussed and as you know, PureThink is prohibited from using any Neo Technology open source products and from developing, marketing distributing or offering any services related to any Neo Technology open source products as set forth in Section 4.3 of the Agreement. From your own admissions in conversations with both John Broad and Jason Zagalsky, PureThink uses Neo Technology open source products and has distributed and performed services on, and continues to perform services on. Neo Technology open source products for the Internal Revenue Service. PureThink has also stated its intent to market and create a consulting business around Neo Technology open source products.

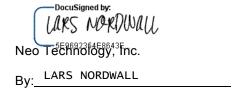
Thus, the purpose of this letter is to provide PureThink with a formal notification of PureThink's material breach of the Agreement under Section 7.2 of the Agreement. If PureThink fails to cure this breach within thirty (30) days of the date of this letter by both: (i) entering into an order form for the Internal Revenue Service's use of Neo4j software with Neo Technology in the form provided by Neo Technology and paying the applicable fees to Neo Technology, (ii) executing the proposed amendment to the Agreement and (iii) ceasing all use of all Neo Technology open source products and ceasing all marketing, distribution, development and services of or for any Neo Technology open source products to Neo Technology's satisfaction except as expressly set forth in the proposed amendment to the Agreement, then the Agreement is and will be automatically terminated. Such termination will be effective on the thirtieth day after the date of this letter (whether or not Neo Technology provides a subsequent termination notice to PureThink).

If the Agreement terminates as set forth herein, we would like to remind you of your continuing obligations under the Agreement as set forth in Section 7.4 of the Agreement.

Neo Technology further reserves all of its rights and remedies at law and equity under the Agreement and does not waive any rights under the Agreement.

If you have any questions regarding this letter, please contact John Broad at john.broad@neotechnology.com.

Sincerely,





1707521347

### **COMMONWEALTH OF VIRGINIA** STATE CORPORATION COMMISSION

### Office of the Clerk

June 23, 2017

JOHN MARK SUHY JR 4202 ADRIENNE DR. ALEXANDRIA, VA 22309

**RECEIPT** 

RE: iGov Inc.

ID: 08198210

DCN: 17-06-23-5846

Dear Customer:

This is your receipt for \$75.00 to cover the fee(s) for filing articles of incorporation with this office.

The effective date of the certificate of incorporation is June 23, 2017.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely

Joel H. Peck

Clerk of the Commission

CORPRCPT **NEWCD CISECOM** 



P.O. Box 1197, Richmond, VA 23218-1197 Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630 Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk

1707521347

### **COMMONWEALTH OF VIRGINIA** STATE CORPORATION COMMISSION

AT RICHMOND, JUNE 23, 2017

The State Corporation Commission has found the accompanying articles submitted on behalf of iGov Inc.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

### CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective June 23, 2017.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

Judith Williams Jagdmann

Commissioner

**CORPACPT CISECOM** 17-06-23-5846 eFile 1707521347

# ARTICLES OF INCORPORATION OF IGOV INC.

The undersigned, pursuant to Chapter 9 of Title 13.1 of the Code of Virginia, states as follows:

- 1. The name of the corporation is iGov Inc.
- 2. The purpose for which the corporation is formed is to engage in any lawful business not required to be specifically set forth in these Articles for which a corporation may be incorporated under the Virginia Stock Corporation Act.
- 3. The corporation is authorized to issue 1,500 shares of common stock.
- 4. The name of the corporation's initial registered agent is John Mark Suhy Jr. The initial registered agent is an individual who is a resident of Virginia and an initial director of the corporation.
- The address of the corporation's initial registered office, which is identical to the business office of the initial registered agent, is 4202 Adrienne Dr., Alexandria, VA 22309. The initial registered office is located in Fairfax County, Virginia.
- 6. The following individual is to serve as the initial director of the corporation:

Name Address

John Mark Suhy Jr 4202 Adrienne Dr.

Alexandria, VA 22309

7. The address of the corporation's principal office is 1902 Campus Commons Drive , Suite 101, Reston, VA 20191.

### **INCORPORATOR:**

/s/ CARRI BROWN Date: June 23, 2017

**CARRI BROWN** 

# **EXHIBIT 11**

From: John Mark Suhy jmsuhy@purethink.com

Subject: Re: Follow up

**Date:** March 15, 2017 at 3:35 PM CDT

To: John Broad john.broad@neotechnology.com



If we wanted to not be a partner any more - it would be because of something such as the partnership not being profitable, which could be resolved with some collaboration. Having that 3 year lockout clause removed would mean we can have a fair and more equal discussion on the topic, if it ever came up.

It would simply make it more likely for Neo (or purchaser of Neo) to work with us if you consider us valuable. The key is - you would have the ability to decide if we are worth it.

Leaving it in there provides a mechanism for you to keep in legal Limbo. I could go into many scenarios where it could be used against a partner - such as raising partner fees to \$100k and then canceling contract for cause when a partner could not pay it.

These are just examples of things I could see Oracle doing.

I would think your legal team understands that since everything is open source and that someone can start a new company to get around this would make this a simple negotiating point that does no harm dropping.

It does not effect non disclosures, etc. If it was important I would think they would have made it apply to specific people or corporate officers to prevent them from simply starting another company to pass it.

Also - I could understand it if we were dealing with highly secretive technology or if we were more interconnected as partners - it just doesn't fit in the overall context of being a partner.

Anyway, that is my view. I feel pretty strong about that one as having it removed means we don't have to worry about the other ones as much. IE: makes it simple so we can finish and get this past us.

Talk to you later

On Wed, Mar 15, 2017, 10:21 John Broad < john.broad@neotechnology.com > wrote:

Please propose what would be a reasonable and keep in mind that this would be waived if Neo (or any acquiring party) terminated WITHOUT cause.

John

On Wed, Mar 15, 2017 at 6:54 AM John Mark Suhy < <u>jmsuhy@purethink.com</u>> wrote:

I slept on it - I don't think this agreement is very balanced even with our additions. The 36 month statement needs to be out if you want this resolved - I am fine with the others. I want to save you time and let you know I have no plans on being flexible on that as I have the others.

If we ever decided we wanted to leave it would be because of lack of revenue, etc and you would have the opportunity to make us not want to leave some way.

Other than that I think we look good...

John Mark Suhy PureThink jmsuhy@purethink.com 703.862.7780 https://purethink.com Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 54 of 1198

On Mar 14, 2017 23:37, "John Broad" < iohn.broad@neotechnology.com > wrote:

Thank you, John Mark. It was indeed good to speak today.

I sent instruction to Chiara this evening to draft language for 4.3.2 and make edits to 7.3 as we discussed this afternoon.

One potential motivation for the 36 month period: without the 36 month period, there is no deterrent if you decide that you want to break the agreement by deliberately operating in breach AND Neo decides to terminate with cause, which would protect the brand and assets of Neo Technology.

I do think that your suggestion, ensures balanced protection for both parties and intend to advocate for this internally.

That said, please do sleep on all of what we discussed. I hope to have an amendment for you to review tomorrow.

Thank you again and take care.

John

On Tue, Mar 14, 2017 at 8:21 PM, John Mark Suhy < <u>imsuhy@purethink.com</u>> wrote: It was good talking with you today. I will wait for you to come back with the items we spoke about.

I think we are on the right track. The only item I am not sure about ,and need to sleep on, is the sentence around the 3-year lockout if we are no longer partners. I am not sure if I would want any terms around that clause saying it is only applicable for termination by cause. In other words - if we are not under a partner agreement anymore (for whatever reason) - that 3 year lockout clause would not be applicable.

Let me sleep on that but I wanted to let you know before you spend time one just on that specific item.

Have a good night.

John Mark Suhy
PureThink
jmsuhy@purethink.com
703-862-7780
https://purethink.com

--

John



111 East Fifth Avenue San Mateo, CA 94401 (855) 636 - 4532

July 11, 2017

PureThink LLC Attn: John Mark Suhy Jr. 4202 Adrienne Dr. Alexandria, VA 22309

To Mr. Suhy:

Re: Termination of Neo4j Solution Partner Agreement between PureThink LLC ("PureThink") and Neo4j, Inc. formerly Neo Technology, Inc. ("Neo ") dated September 30, 2014 ("Agreement") due to PureThink's uncured breach

Neo hereby notifies PureThink that the Agreement is immediately terminated pursuant to Section 7.2 of the Agreement. As you are aware, PureThink failed to timely cure its numerous material breaches set forth in our letter dated May 30, 2017 ("Breach Notice") or to otherwise respond to Neo's attempts to delay termination of the Agreement.

With the termination of the Agreement, Neo would like to remind PureThink of its continuing obligations as set forth in Section 7.4 of the Agreement. Critically, as PureThink's rights and licenses under the Agreement have terminated, PureThink must immediately cease representing that it is an authorized partner or reseller of Neo, including without limitation, ceasing all references to Government Edition of Neo4j, soliciting any current, former, or prospective End Users (including Sandia National Lab, IRS, MPO and FBI), assisting in the procurement or renewal of any of Neo's products, solutions, or services, or providing any procurement support, FISMA services, software development services, or training services to Neo's existing or prospective End Users.

Additionally, as set forth in the Agreement, for thirty six (36) months after the termination of this Agreement, PureThink must not develop, market, distribute or offer any services related to any Neo Technology Community Edition Products (defined in the Agreement as an open source version of a Neo software product, which includes, but is not limited to, GPL v3 licensed Neo4j Community Edition and AGPL v3 licensed Neo4j Enterprise Edition), derivative works of such products, or any PureThink software code made to work with Neo Technology Community Edition Products (including, without limitation, hosting services, training, technical support, configuration and customization services, etc.).

PureThink must also return all Confidential Information in its possession, custody, and control and cease using Neo's trademarks, service marks, and other designations. Neo therefore demands that PureThink immediately cease and desist all uses of, and remove from PureThink's website(s) and marketing materials, Neo's trademarks and tradenames, including, without limitation, Neo4j. PureThink has no rights to use Neo's trademarks or tradenames and continued use of such trademarks and/or tradenames will constitute trademark infringement.

Neo further reserves all of its rights and remedies at law and equity under the Agreement, including without limitation invoking its audit rights under the Agreement. Neo does not waive any rights under the Agreement, and this termination is not intended to and does not affect any prior or other termination rights or notices provided under the Agreement.

If you have any questions regarding this letter, please contact John Broad at john.broad@neotechnology.com.

Sincerely,

Neo4j, Inc.
By:

Local Signed by:

LARS NORDWALL

C	ase 5:19-cv-06226-EJD Docume	nt 93-1	Filed 12/11/20	Page 58 of 1198	
1 2 3 4 5 6 7 8 9	Adron W. Beene SB# 129040 Adron G. Beene SB# 298088 Attorney at Law 1754 Technology Drive, Suite San Jose, CA 95110 Tel: (408) 392-9233 Fax: (866) 329-0453 adron@adronlaw.com  Attorneys for defendants and Claimant: PURETHINK LLC, a Delaware I liability company, IGOV INC., a corporation, and JOHN MARK S	e 228 l Cour imited Virgin			
11	UNITED STATES DISTRICT COURT				
12	NORTHERN DISTRICT OF CALIFORNIA				
13	NEO4J, INC., a Delaware corporation NEO4J SWEDEN AB	1,	CASE NO. 5:18-0	ev-07182-EJD	
<ul><li>14</li><li>15</li></ul>	Plaintiffs,			GOV INC.'S FOURTH PONSE PLAINTIFF	
16	V.		NEO4J SWEDEN ADMISSION, SE	N AB'S REQUEST FOR TT ONE TO DEFENDANT	
17	PURETHINK LLC, a Delaware limito		IGOV INC.		
18	liability company, IGOV INC., a Virginia corporation, and JOHN MARK SUHY, an individual,  Defendants.				
19					
20					
21	AND RELATED COUNTERCLAIM	S.			
22					
23	PROPOUNDING PARTY: Plaintiff and Counter-Defendant Neo4j Sweden AB				
24	RESPONDING PARTY:	Defend	ant and Counterclair	nant iGov Inc.	
25	DISCOVERY:	Reques	t for Admissions		
26	SET NO.:	One			
27					
28					
	IGOV INC.'S FOURTH AMENDED RESPO	NSE TO	NEO4L SWEDEN AR'S	FIRST SET OF RFA	

IGOV INC. responds to Plaintiff and Counter-Defendant Neo4j Sweden AB's for Admission as follows:  RESPONSE TO REQUESTS FOR ADMISSION  REQUEST FOR ADMISSION NO. 1:  Admit that iGov Inc. does not have a license from Neo4j, Inc. to use U.S. Trade Registration No. 4,784,280 for the word mark "NEO4J" (the "NEO4J® Mark").  Response:  DENIED.  REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neo-Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC.  Response:  Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Path LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:  DENIED.	s Requests	
RESPONSE TO REQUESTS FOR ADMISSION  REQUEST FOR ADMISSION NO. 1:  Admit that iGov Inc. does not have a license from Neo4j, Inc. to use U.S. Trade Registration No. 4,784,280 for the word mark "NEO4J" (the "NEO4J® Mark").  Response:  DENIED.  REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neo-Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC.  Response:  Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Partner Agreement attached hereto as Exhibit A.  Response:		
RESPONSE TO REQUESTS FOR ADMISSION  REQUEST FOR ADMISSION NO. 1:  Admit that iGov Inc. does not have a license from Neo4j, Inc. to use U.S. Trade Registration No. 4,784,280 for the word mark "NEO4J" (the "NEO4J® Mark").  Response: DENIED.  REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neo4  Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and  LLC.  Response: Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pu  LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
REQUEST FOR ADMISSION NO. 1:  Admit that iGov Inc. does not have a license from Neo4j, Inc. to use U.S. Trade Registration No. 4,784,280 for the word mark "NEO4J" (the "NEO4J® Mark").  Response:  DENIED.  REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neo-Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC.  Response:  Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Put LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
Admit that iGov Inc. does not have a license from Neo4j, Inc. to use U.S. Trade Registration No. 4,784,280 for the word mark "NEO4J" (the "NEO4J® Mark").  Response: DENIED.  REQUEST FOR ADMISSION NO. 2: Admit that attached hereto as Exhibit A is a true and correct copy of the Neo4 Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC. Response: Admit.  REQUEST FOR ADMISSION NO. 3: Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Partner Agreement attached hereto as Exhibit A. Response:		
Registration No. 4,784,280 for the word mark "NEO4J" (the "NEO4J® Mark").  Response:  DENIED.  REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neo4  Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC.  Response:  Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Put LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neo- Partner Agreement entered into between Neo Technology, Inc. (now Neo-4j, Inc.) and LLC. Response: Admit.  REQUEST FOR ADMISSION NO. 3: Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pullic by the Neo-4j Solution Partner Agreement attached hereto as Exhibit A. Response:	demark	
DENIED.  REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neo-4  Partner Agreement entered into between Neo Technology, Inc. (now Neo-4j, Inc.) and  LLC.  Response:  Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pt.  LLC by the Neo-4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neod Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC.  Response: Admit.  REQUEST FOR ADMISSION NO. 3: Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Put LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
REQUEST FOR ADMISSION NO. 2:  Admit that attached hereto as Exhibit A is a true and correct copy of the Neodland Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC.  Response:  Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Put LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
Admit that attached hereto as Exhibit A is a true and correct copy of the Neodistand Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC.  Response: Admit.  REQUEST FOR ADMISSION NO. 3: Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Put LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
Partner Agreement entered into between Neo Technology, Inc. (now Neo4j, Inc.) and LLC.  Response: Admit.  REQUEST FOR ADMISSION NO. 3: Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Put LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
LLC.  Response: Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pulling LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:	4j Solution	
Response: Admit.  REQUEST FOR ADMISSION NO. 3: Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pu LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:	PureThink	
Admit.  REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pull LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pu LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
REQUEST FOR ADMISSION NO. 3:  Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pu LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
Admit that iGov Inc. was incorporated to avoid the restrictions imposed on Pu LLC by the Neo4j Solution Partner Agreement attached hereto as <b>Exhibit A</b> .  Response:		
LLC by the Neo4j Solution Partner Agreement attached hereto as Exhibit A.  Response:		
Response:	ureThink	
DENIED.		
23		
24 REQUEST FOR ADMISSION NO. 4:		
Admit that <b>Exhibit B</b> attached hereto is a printout of iGov Inc.'s webpage		
https://igovsol.com/neo4j.html as it existed on October 2, 2019.		
Response:		
Admitted.		
- 2 -  IGOV INC'S FOURTH AMENDED RESPONSE TO NEO4J SWEDEN AB FIRST SET OF RFA		

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### **REQUEST FOR ADMISSION NO. 5:**

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Admit that iGov Inc. continued to use the NEO4J® Mark in its web address https://igovsol.com/neo4j.html as of August 14, 2020.

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### **Response:**

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Denied. Responding party used the Neo4J product name for open source version of the Neo4J licensed by Neo4J Sweden and the Neo4J product name and Neo4J, Inc. company name for comparative advertisement. Neo4J®, after a reasonable search, does not appear on the graph packages page and that is shown as of the date of this response.

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Subject to the foregoing response, Responding Party admits that sometime after July 15, 2020, iGov, Inc. removed some references to "Neo4j" and replaced them with "ONgDB" and

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removed the "neo4j@igovsol.com" email link and replaced it with <a href="mailto:info@igovsol.com">info@igovsol.com</a> and Admits that the website at the URL https://www.igovsol.com/neo4j.html existed as of July 15,

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2020.

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### **REQUEST FOR ADMISSION NO. 6:**

17 18 Admit that Neo4j, Inc. did not authorize iGov Inc.'s use of the NEO4J® Mark in iGov Inc.'s web address https://igovsol.com/neo4j.html.

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### **Response:**

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DENIED.

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### **REQUEST FOR ADMISSION NO. 7:**

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Admit that iGov Inc. controls the email address <u>neo4j@igovsol.com</u>.

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ADMITTED.

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### **REQUEST FOR ADMISSION NO. 8:**

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Admit that when user that clicks on "Request Procurement Document Package" link in

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*Exhibit B* creates an email with neo4j@igovsol.com as the recipient.

**Response:** 

Admitted that prior to August 2020, when a user clicked on "Request Procurement Document Package," an email was created with neo4j@igovsol.com as the recipient. Denied as the current website provides the email info@igovsol.com when the "Request Procurement Document Package" link is clicked.

### **REQUEST FOR ADMISSION NO. 9:**

Admit that as of August 14, 2020, a user that clicks on "Request Procurement Document Package" link located on https://igovsol.com/neo4j.html creates an email with neo4j@igovsol.com as the recipient.

### **Response:**

Admit that as the website existed on July 5th, 2019, when a user clicked on "Request Procurement Document Package" link located on <a href="https://igovsol.com/neo4j.html">https://igovsol.com/neo4j.html</a>, an email was created with <a href="meo4j@igovsol.com">neo4j@igovsol.com</a> as the recipient. After a reasonable inquiry, no information is readily obtainable to verify if this statement was true for August 14<sup>th</sup>, 2020 and on that basis Responding Party denies.

### **REQUEST FOR ADMISSION NO. 10:**

Admit that **Exhibit C** attached hereto is a printout of Gov Inc.'s webpage https://igovsol.com/downloads.html as it existed on October 2, 2019.

**Response:** 

Admitted.

### **REQUEST FOR ADMISSION NO. 11:**

Admit that as of August 14, 2020, iGov Inc.'s webpage located https://igovsol.com/downloads.html stated "If you have a question for us, please email us at neo4j@igovsol.com."

- 4 -

**Response:** 

Admit that as of July 5th, 2019, iGov Inc.'s webpage located https://igovsol.com/downloads.html stated "If you have a question for us, please email us at neo4j@igovsol.com." through July or August 2020. After a reasonable inquiry, no information is readily obtainable to verify if this statement was true for August 14<sup>th</sup>, 2020 and on that basis Responding Party denies.

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### **REQUEST FOR ADMISSION NO. 12:**

Admit that iGov Inc. uses the NEO4J® Mark in its email address neo4j@igovsol.com.

**Response:** 

DENIED.

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### **REQUEST FOR ADMISSION NO. 13:**

Admit that Neo4j, Inc. did not authorize iGov Inc.'s use of the NEO4J® Mark in iGov Inc.'s email address "neo4j@igovsol.com" on iGov Inc.'s webpage https://igovsol.com/downloads.html.

17 | Response:

DENIED.

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### **REQUEST FOR ADMISSION NO. 14:**

Admit that as of August 14, 2020, the "Neo4j Enterprise Open Source Frequently Asked Questions" section on iGov Inc.'s webpage located "https://igovsol.com/downloads.html" contains a hyperlink titled "Download Neo4j Enterprise" that redirects consumers to download links for ONgDB.

**Response:** 

Admit that as of July 5, 2019, the "Neo4j Enterprise Open Source Frequently Asked Questions" section on iGov Inc.'s webpage located https://igovsol.com/downloads.html contained a hyperlink titled "Download Neo4j Enterprise" that redirects consumers to download links for

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1	REQUEST FOR ADMISSION NO. 19:
2	Admit that iGov Inc.'s use of "Neo4j Enterprise open source licensed distributions" in
3	Exhibit B violates Neo4j, Inc.'s Trademark Guidelines attached hereto as Exhibit D.
4	Response:
5	DENIED.
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7	REQUEST FOR ADMISSION NO. 20:
8	Admit that iGov Inc.'s use of the NEO4J ${ m  ilde B}$ Mark in ${\it Exhibit B}$ was not authorized by
9	Neo4j, Inc.
10	Response:
11	DENIED.
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13	REQUEST FOR ADMISSION NO. 21:
۱4	Admit that iGov Inc.'s use of "Neo4j Enterprise" in <b>Exhibit C</b> violates Neo4j, Inc.'s
15	Trademark Guidelines attached hereto as <b>Exhibit D</b> .
16	Response:
۱7	DENIED.
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19	REQUEST FOR ADMISSION NO. 22:
20	Admit that iGov Inc.'s use of "Neo4j Enterprise" in <b>Exhibit C</b> without proper trademark
21	notices violates Neo4j Inc.'s Trademark Guidelines attached hereto as <b>Exhibit D</b> .
22	Response:
23	DENIED.
24	
25	REQUEST FOR ADMISSION NO. 23:
26	Admit that iGov Inc.'s use of "Neo4j Enterprise open source licensed distributions" in
27	$\pmb{\textit{Exhibit C}}$ without proper trademark notices violates Neo4j Inc.'s Trademark Guidelines attached
28	hereto as <b>Exhibit D</b> .
	<i>-7-</i>

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Case 5:19-cv-06226-EJD

### 1 **REQUEST FOR ADMISSION NO. 28:** 2 Admit that **Exhibit F** attached hereto is a printout of iGov Inc.'s "about" webpage as it 3 existed on January 13, 2018, which was produced in this litigation by your counsel in html format 4 on July 1, 2019. 5 **Response:** 6 ADMITTED. 7 8 **REQUEST FOR ADMISSION NO. 29:** 9 Admit that iGov Inc.'s use of "Government Package for Neo4j" in **Exhibit F** violated 10 Neo4j, Inc.'s Trademark Policy that was in effect on January 13, 2018. 11 **Response:** 12 DENIED. 13 14 **REQUEST FOR ADMISSION NO. 30:** 15 Admit that iGov Inc.'s use of "Government Package for Neo4j" in **Exhibit F** violated 16 Neo4j, Inc.'s Trademark Policy set forth in **Exhibit E**. 17 **Response:** DENIED. 18 19 20 **REQUEST FOR ADMISSION NO. 31:** 21 Admit that iGov Inc.'s use of "Government Package for Neo4j" in **Exhibit F** without 22 proper trademark notices violates Neo4j Inc.'s Trademark Policy attached hereto as Exhibit E. 23 **Response:** 24 DENIED. 25 26 **REQUEST FOR ADMISSION NO. 32:** 27 Admit that iGov Inc.'s use of the NEO4J® Mark iGov Inc.'s "about" webpage as it 28 existed on January 13, 2018 was not authorized by Neo4j, Inc. - 9 -

IGOV INC'S FOURTH AMENDED RESPONSE TO NEO4J SWEDEN AB FIRST SET OF RFA

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Case 5:19-cv-06226-EJD

### 1 **REQUEST FOR ADMISSION NO. 37:** Admit that **Exhibit H** attached hereto is a printout of iGov Inc.'s "neo4j" webpage as it 2 3 existed on January 13, 2018, which was produced in this litigation by your counsel in html format 4 on July 1, 2019. 5 **Response:** 6 ADMITTED. 7 8 **REQUEST FOR ADMISSION NO. 38:** 9 Admit that iGov Inc.'s use of "Government Development Packages for Neo4j" in 10 Exhibit H violated Neo4j, Inc.'s Trademark Policy set forth in Exhibit E. 11 **Response:** 12 DENIED. 13 14 **REQUEST FOR ADMISSION NO. 39:** 15 Admit that iGov Inc.'s use of the NEO4J® Mark in **Exhibit H** was not authorized by 16 Neo4j, Inc. 17 **Response:** DENIED. 18 19 20 **REQUEST FOR ADMISSION NO. 40:** 21 Admit that iGov Inc. controls the content on website located at www.graphstack.io. 22 **Response:** 23 ADMITTED. 24 25 **REQUEST FOR ADMISSION NO. 41:** 26 Admit that Exhibit I attached hereto is a true and correct printout of the webpage located 27 at www.graphstack.io as it existed on October 2, 2019. 28 **Response:** - 11 -

IGOV INC'S FOURTH AMENDED RESPONSE TO NEO4J SWEDEN AB FIRST SET OF RFA

Admit that Exhibit I is a true and correct printout of the webpage located at www.graphstack.io as it existed on September 13, 2019. After a reasonable inquiry, no information is readily obtainable to verify if Exhibit I is true and correct as the webpage existed on October 2, 2019. **REQUEST FOR ADMISSION NO. 42:** Admit that the www.graphstack.io webpage attached hereto as **Exhibit I** contains a hyperlink within "Neo4j's Release Notes" that redirect users to https://neo4j.com/releasenotes/neo4j-3-5-3/. **Response:** Admitted. **REQUEST FOR ADMISSION NO. 43:** Admit that the www.graphstack.io webpage attached hereto as **Exhibit I** contains a hyperlink within "Neo4j's Whats New Page" that redirect users to https://neo4j.com/whats-newin-neo4j/. **Response:** Admitted. **REQUEST FOR ADMISSION NO. 44:** Admit that **Exhibit J** is a printout of Neo4j, Inc.'s Trademark Guidelines as they existed on August 13, 2020. **Response:** Admitted that Exhibit J is a true and correct printout of Neo4i, Inc.'s Trademark Guidelines as it existed on August 5th, 2020. After a reasonable inquiry, no information is readily

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Responding party denies.

obtainable to verify if Exhibit J is true and correct as of August 13, 2020, and on that basis

### 1 **REQUEST FOR ADMISSION NO. 45:** Admit that Neo4j, Inc.'s Trademark Guidelines in **Exhibit J** have been in effect since 2 3 April 3, 2019. 4 **Response:** Admit that Neo4j, Inc.'s Trademark Guidelines in Exhibit J were posted since April 14th, 5 6 2020. After a reasonable inquiry, no information is readily obtainable to verify if Exhibit J were 7 posted since April 3, 2019, and on that basis Responding party denies. 8 Dated: October 29, 2020 /s/ Adron G. Beene 9 Adron W. Beene Sb# 129040 Adron G. Beene Sb# 298088 10 Attorney At Law 1754 Technology Drive, Suite 228 11 San Jose, CA 95110 Tel: (408) 392-9233 12 Fax: (866) 329-0453 adron@adronlaw.com 13 Attorney For Defendants and Counter 14 Claimant PURETHINK LLC, a Delaware Limited Liability Company, IGOV INC., a 15 Virginia Corporation, and JOHN MARK SUHY 16 17 18 19 20 21 22 23 24 25 26 27 28 - 13 -

1	Verification				
2 3	I, John Mark Suhy, am a defendant, and an officer for defendants Purethink LLC and IGOV Inc. in the above cause of action. I have read the following:				
4					
5	NEO4J SWEDEN AB'S REQUEST FOR ADMISSION, SET ONE TO DEFENDA IGOV INC.				
6					
7					
8					
9	I am familiar with the contents of the above.				
10					
11	I declare under penalty of perjury under the laws of the United Stated of America that the				
12	foregoing responses are true and correct, except as to those matters which are therein stated to be				
13	on information or belief, and as to those matters, I believe them to be true.				
14					
15					
16	Signed in Alexandria, Virginia, on October 29, 2020				
17	John Mark Suhy				
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VERIFICATION

**119 captures** 14 Dec 2001 - 8 Jun 2019

# Neo4j Government Edition News

If your agency was planning on procuring Neo4j Government Edition, then please checkout iGov Inc's new **Government Package** for Neo4j.

PureThink, the company who created, managed and sold Neo4j Government Edition to all US Federal agencies has ceased their partnership with Neo Technology and Neo4j Government Edition has been retired.

The principle behind PureThink and the Government Package has created a new corporate entity called **iGov Inc**, which is not a Neo4j Solution Partner. Because iGov Inc is not a solution partner, it can offer packages at great cost savings to US Government Agencies as it has no restrictions on working with Neo4j Enterprise open source licenses!

iGov Inc and the new **Government Package** for Neo4j allows agencies to spend their money on developing innovative solutions around Neo4j, not paying for unnecessary production support before they even have a solution built that could be in production.

iGov Inc's new **Government Package** for Neo4j can be added to any Neo4j instance making it a "Government Edition". By default, all Government Packages for Neo4j now comes with Neo4j Enterprise included under it's open source license!

Learn More about iGov Inc and it's new Government Package for Neo4j

## **WHO** WE ARE

PureThink is a software development company established in 2002 and located in Reston, Va. It is part of the Dulles High Tech corridor and Washington, DC Metro area.

# **DISTINGUISHERS**



- Solid past performance in Federal, DOD, and commercial spaces.
- Our management team is comprised of highly experienced technology professionals.
- No off-shoring: Because we focus on the US Government exclusively, our resources are all located in the USA and have the ability to be cleared or already hold clearances.
- Extensive domain knowledge, adaptability, and experience in emerging technologies, methodologies and processes.
- Security focused. All of our software development professionals must go through security training. We were
   2011 RSA speakers regarding continuous monitoring and the cloud.
- Our company is well established with over 12 years in business.

#### **General Contact**

(703) 348-3968

PureThink

☐ info@purethink.com

☐ 1902 Campus Commons Drive Suite 101 Reston, VA 20191

#### **Customer Support**

Toll Free: +1 (855) 979-7771

□ support@purethink.com

See our support page for more information.

## **PHILOSOPHY**

To help you succeed, we believe in working closely and cooperatively with our clients. Our goal is to ensure everyone on the same page regarding project status, methods and tasks. Our approach is to develop software according to an Agile methodology which means we emphasize people and interaction rather than complicated processes and endless documentation.

## **RESULTS**

Our mission is to bring the greatest value to our clients by leveraging our considerable depth of resources and experience. We align our approach to the specific business drivers of each business we work with whom we tailor

PureThink 00020017 Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 75 of 1198

solutions to best suit different cultural environments, industries, and market conditions. We focus on business strategy implementation, not business strategy development.

#### **DUNS & CAGE Information**

DUNS: 147591627CAGE Code: 5KLU9

#### **NAICS Codes**

- 511210 Software Reseller
- 541511 Software Development
- 541512 Systems Integration / CAD / CAM / LAN
- 541519 Software Installation / Disaster Recover
- 611420 Software Training
- 541330 Engineering Services

#### SIC Codes

- 5045 Computers and Computer Peripheral Equipment and Software
- 7371 Computer Programming Services
- 7372 Prepackaged Software
- 7373 Computer Integrated Systems Design
- 7378 Computer Maintenance and Repair
- 7379 Computer Related Services, Not Elsewhere Classified

## About PureThink

PureThink is a software development company established in 2002 and located in Reston, Va. We focus on bringing innovative technologies to US Federal and State government agencies.

**CONTACT US** 

(703) 348-3968

- □ info@purethink.com
- □ 1902 Campus Commons Drive Suite 101 Reston, VA 20191

00020018 Case 5:19-cv-06226-EJD PureThink

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# Bringing technologies to the government.

PureThink focuses on bringing innovative, emerging technologies to the US Government.

Join Our Team!

### **WHO** WE ARE

PureThink is a software development company established in 2002 and located in Reston, Va. It is part of the Dulles High Tech corridor and Washington, DC Metro area.

## **DISTINGUISHERS**

- Solid past performance in Federal, DOD, and commercial spaces.
- Our management team is comprised of highly experienced technology professionals.
- No off-shoring: Because we focus on the US Government exclusivly, our resources are all located in the USA and have the ability to be cleared or already hold clearances.
- Extensive domain knowledge, adaptability, and experience in emerging technologies, methodologies and processes.
- Security focused. All of our software development professionals must go through security training. We were
   2011 RSA speakers regarding continuous monitoring and the cloud.
- Our company is well established with over 12 years in business.

#### **General Contact**

(703) 348-3968

☐ info@purethink.com

□ 1902 Campus Commons Drive Suite 101 Reston, VA 20191

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**Customer Support** 

Toll Free: +1 (855) 979-7771

□ support@purethink.com

See our support page for more information.

## **PHILOSOPHY**

To help you succeed, we believe in working closely and cooperatively with our clients. Our goal is to ensure everyone on the same page regarding project status, methods and tasks. Our approach is to develop software according to an Agile methodology which means we emphasize people and interaction rather than complicated processes and endless documentation.

## **RESULTS**

Our mission is to bring the greatest value to our clients by leveraging our considerable depth of resources and experience. We align our approach to the specific business drivers of each business we work with whom we tailor solutions to best suit different cultural environments, industries, and market conditions. We focus on business strategy implementation, not business strategy development.

#### **DUNS & CAGE Information**

DUNS: 147591627CAGE Code: 5KLU9

#### **NAICS Codes**

- 511210 Software Reseller
- 541511 Software Development
- 541512 Systems Integration / CAD / CAM / LAN
- 541519 Software Installation / Disaster Recover
- 611420 Software Training
- 541330 Engineering Services

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#### SIC Codes

- 5045 Computers and Computer Peripheral Equipment and Software
- 7371 Computer Programming Services
- 7372 Prepackaged Software
- 7373 Computer Integrated Systems Design
- 7378 Computer Maintenance and Repair
- 7379 Computer Related Services, Not Elsewhere Classified

## **About PureThink**

PureThink is a software development company established in 2002 and located in Reston, Va. We focus on bringing innovative technologies to US Federal and State government agencies.

**CONTACT US** 

(703) 348-3968

- □ info@purethink.com
- □ 1902 Campus Commons Drive Suite 101 Reston, VA 20191

# **PURETHINK**

© 2018 PureThink Corp All Rights Reserved

[Neo4i] is a trademark of Neo Technology, Inc.





# Bringing open source technologies to the government.

iGov focuses on building innovative opening source based solutions for the US Government.

#### **WHO** WE ARE

iGov is a Virginia software development company located in Reston, Va. iGov Inc is located in the Dulles High Tech corridor and Washington, DC Metro area.

The principle behind PureThink and the developer of the retired Neo4j Government Edition has created iGov Inc, which is not a Neo4j Solution Partner. Every US Federal government procurement of Neo4j was through PureThink and supported by our team. Now we can offer packages that allow US Federal agencies to gain all the benefits they had from our team's experience and past performance with the ability to apply it to Neo4j Enterprise using its free open source license!

What sets iGov Inc apart, is the past performance and experience our team brings to the table as well as the ability to develop solutions and support Neo4j Enterprise open source licenses. You will find this is a rare combination especially considering the fact that we can now support Neo4j Enterprise open source licenses.

Neo4j Government Edition has been retired by Neo4j Inc..

PureThink, the company who created, managed and sold Neo4j Government Edition to all US Federal agencies has ceased their partnership with Neo4j Inc.. The principle behind PureThink and the Government Package has created a new corporate entity called **iGov Inc**, which is not a Neo4j Solution Partner. Because we are not a solution partner, we are not under the extremely restrictive terms dealing with services around Neo4j open source licenses which applies to partners. With iGov Inc, we can offer packages that allow US Federal agencies to gain all the benefits they have from our team's experience and past performance we've gained, but now with the ability to apply it to Neo4j Enterprise open source licenses! Before now, the only option for development or non-critical system support was the extremely costly commercial production support packages. Things have changed, and US Federal agencies are going to benefit from huge savings related to

Neo4j and Neo4j solutions.

iGov Inc and the Government Package for Neo4j allows agencies to spend their money on developing innovative solutions around Neo4j, not paying for unnecessary production support before they even have a solution built that could be in production.

The new **Government Package for Neo4j** can be added to any Neo4j instance making it a "Government Edition".

By default, all Government Packages for Neo4j now comes with Neo4j Enterprise included under its open source license!

Once ready for production, agencies can choose to have either iGov Inc, a Neo4j Solution partner of their choice, or their own team handle production support. This allows agencies to decide what best fits their production and system needs.

iGov Inc and its partners offered production support packages that cover complex big data architectures that usually make up a Neo4j solution not just Neo4j itself. Ex: ElasticSearch, Apache Kafka, and more.

Please contact us for past performance references, and current Federal agency customer references to find out more about our team and offerings.

Procurement offices can reach out to us for necessary paperwork, documentation, and more needed to make smart procurement decisions. It's simple, if your agency is in development, then procuring a Neo4j Enterprise commercial package is likely not in the best interest of your agency.

Please contact neo4j@igovsol.com for more information.

## DISTINGUISHERS

- Our team has solid Neo4j solutions development and support past performance in Federal government.
- Our management team is comprised of highly experienced technology professionals.
- No off-shoring: Because we focus on the US Government exclusively, our resources are all located in the USA and have the ability to be cleared or already hold clearances.
- Extensive domain knowledge, adaptability, and experience in emerging technologies, methodologies and processes.

iGov : Innovative Government Solutions Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 83 of 1198

**General Contact** 

(703) 862-7780

info@igovsol.com

1902 Campus Commons Drive Suite 101 Reston, VA 20191

**Customer Support** 

Toll Free: +1 (855) 979-7771

support@igovsol.com

See our support page for more information.

## **PHILOSOPHY**

To help you succeed, we believe in working closely and cooperatively with our clients. Our goal is to ensure everyone on the same page regarding project status, methods and tasks. Our approach is to develop software according to an Agile methodology which means we emphasize people and interaction rather than complicated processes and endless documentation.

## **RESULTS**

Our mission is to bring the greatest value to our clients by leveraging our considerable depth of resources and experience. We align our approach to the specific business drivers of each business we work with whom we tailor solutions to best suit different cultural environments, industries, and market conditions. We focus on business strategy implementation, not business strategy development.

DUNS & CAGE Information Given upon request.

#### **NAICS Codes**

511210 Software Reseller

- 541511 Software Development
- 541512 Systems Integration / CAD / CAM / LAN
- 541519 Software Installation / Disaster Recover
- 611420 Software Training
- 541330 Engineering Services

#### SIC Codes

- 5045 Computers and Computer Peripheral Equipment and Software
- 7371 Computer Programming Services
- 7372 Prepackaged Software
- 7373 Computer Integrated Systems Design
- 7378 Computer Maintenance and Repair
- 7379 Computer Related Services, Not Elsewhere Classified

# About iGov

iGov Inc. is a software development company located in Reston, Va.

We focus on building innovative solutions for US Government agencies using open-source technologies.

**CONTACT US** 

(703) 862-7780

info@igovsol.com

1902 Campus Commons Drive Suite 101 Reston, VA 20191



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# **Downloads**

iGov Inc is now the only US Federal contractor who compiles enterprise packages directly from the official Neo4j source code. These packages are open source and have none of the restrictions the commercial version have. To get an idea of just how much you are saving by using Neo4j Enterprise under the open source license - check out this blog post.

As of November 2017, Neo4j Inc removed the free open source Neo4j Enterprise downloads from it's distribution site. We stepped up and started compiling the package and making the binaries available for all. These binaries are under the standard AGPLv3 license.

#### See our blog post to learn more

iGov Inc has no relationship with Neo4j Inc. Since Neo4j Inc has removed their open source binaries from their download sites, we have to compile the packages below. All the downloads on this page are compiled directly from the official neo4j source code repositories located at https://github.com/neo4j. There are no modifications to the code.

iGov Inc and it's founders are US citizens focusing solely on US Federal government consulting and professional services . Please contact us for past performance references or if you would like to be connected with the US Federal agencies currently using the open source packaged Neo4j Enterprise binaries.

The packages below were compiled by iGov Inc from official Neo4j source code repositories. If you would like us to compile a specific version of Neo4j for you (ex: 3.2.1), please contact us.

#### Neo4j Enterprise Commercial Prices Blog Post

#### Neo4j open source FAQs

The packages on this page are compiled by iGov Inc using the official Neo4j source code repositories located at https://github.com/neo4j. We do not modify the source code.

If you are a federal client and want to download a package that has the FISMA framework modules bundled in which turn on intracluster encryption and provide other security controls, then please login to the support portal to find those download links or email support@igovsol.com.

We do not provide Neo4j
Community Edition binaries simply because it makes no sense for federal agencies to use them when they have the ability to use Neo4j
Enterprise for free under it's
AGPLv3 open source license.

This download page is kept up to date with the current Neo4j versions for each branch. If you would like an older version of Neo4j Enterprise, simply email us and we will package it and make it available to the public.

Neo4j open source FAQs

# NEW!! Newest 3.3.x Version: (Currently 3.3.1)

Compiled from Neo4j Git Tag 3.3.1 (Neo4j Enterprise 3.3.1)

[Unix/Linux/OSX [Windows Download] Download]

# Newest 3.2.x Version: (Currently 3.2.8)

Compiled from Neo4j Git Tag 3.2.8 (Neo4j Enterprise 3.2.8)

[Unix/Linux/OSX [Windows Download] Download]

# Newest 3.1.x Version (3.1.7)

Compiled from Neo4j Git Tag 3.1.7 (Neo4j Enterprise 3.1.7)

[Unix/Linux/OSX [Windows Download] Download]

# Neo4j Enterprise Open Source Frequently Asked Questions

We've gathered together questions we receive from agencies and integrators regarding Neo4j Enterprise Open Source licenses. If you have a question for us, please email us at neo4j@igovsol.com.

Is Neo4j Enterprise Really Open Source?

YES, Neo4j Enterprise is open source under the AGPLv3 open source license created by the Free software

se use?

# Neo4j Enterprise Commercial & Open Source Comparisons

There are no physical differences between Neo4j Enterprise commercial and AGPL open source licenses!

Neo4j Enterprise open source licenses have no other limitations beyond the standard GNU AGPL open source license.

The Neo4j Enterprise commercial end user license agreement (EULA) actually adds restrictions preventing you from using Neo4j open source licenses in many circumstances!! Make sure to read it!

Neo4j Enterprise open

Neo4j Enterprise

Document 93-1 Filed 12/11/20 Page 89 of 1198 source license commercial license License **YES YES** Can use in any environment for any purpose? Can I use this with any amount of cores without **YES** NO incurring additional costs? Can I create custom derivative versions of Neo4j **YES YES** Enterprise? (Ex: My custom Neo4j Enterprise Edition) Does **NOT** require you to open source your systems YES for both that simply use Neo4j Enterprise as a component in You do NOT have to open source your system that

uses Neo4j Enterprise as a server as it is intended to

be used. You only need to open source custom Neo4j Enterprise derivatives under the open source license and then only under certain distribution conditions.

#### About iGov

your system.

iGov Inc. is a software development company located in Reston, Va.

We focus on building innovative solutions for US Government agencies using open-source technologies.

**CONTACT US** 

(703) 862-7780

info@igovsol.com

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### US Federal Government Packages for Neo4j Solutions

If your agency is planning on building a solution around Neo4j, then this package provides the best value over a commercial subscription.

Request Procurement Document Package

# Government Development Packages for Neo4j

iGov Inc's development packages for Neo4j are a better value than Neo4j Enterprise commercial support subscriptions for US federal agencies currently developing Neo4j solutions. Spend your budget building a solution instead of unnecessary production support for something not yet built!

Its that simple!

## Know your options

It is important to know your options before you make any procurement decisions around Neo4j. The information below provides you with a complete breakdown of the 3 main Neo4j offerings available including the free open source option. Most people are not aware that Neo4j Enterprise Edition is open source like its sibling, Neo4j Community edition.

The information below should provide you with a clear understanding of your options, so you can choose what's best for your agency.

NEO4J INC. COMMERCIAL SUBSCRIPTION \$29K - \$1M+

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Commercial packages are those sold by Neo4j solutions partners. You are paying for production support. The commercial license is actually more restrictive than the open source license!

Neo4j Enterprise Software

Available through Neo4j Inc. and all Neo4j Solution Partners

Yearly Subscription. You are paying for production support backed by Neo4j Inc.. If you don't renew your subscription you simply fall back to the Neo4j Enterprise open source license.

Production Email and Phone Support from vendor which is backed by Neo4j Inc.

Commercial License (Most government agencies do not need.)

# IGOV INC. GOVERNMENT DEVELOPMENT PACKAGES \$25K+

Cost is based on number of instances and cores. (See below)

100% of the cost goes into services aimed at building a solution around Neo4j, not unnecessary production support for something not yet built!.

Neo4j Enterprise Software

Only available through iGov Inc

No annual subscription, you are free to do whatever you want in the future.

Production Email and Phone Support from iGov Inc, but not backed by Neo4j Inc.

Defaults Neo4j Enterprise Open Source license.

No limitations on usage, instances or cores - cost goes 100% to solutions development

FISMA and 508 Toolkit and Services

Suite of Tools, Frameworks, and Starter Projects we use for scalable big data Neo4j projects.

#### **OPEN SOURCE**

Learn More about Neo4j Enterprise Open Source

**DEVELOPMENT PACKAGE OVERVIEW** 

**PRICE COMPARISON** 

PROCUREMENT COMPARISON

WHY IGOV INC?

# Development Package Overview

The Government Development Packages are aimed at agencies who need help building a robust and scalable solution around Neo4j. Unlike the commercial production support subscriptions, 100% of the cost goes into consulting services that help you build out your solution.

All iGov Inc packages also include a suite of tools and services which are combined to address critical FISMA and accessibility requirements relating to Neo4j.

## **Customer Support**

iGov Inc provides umbrella support across all the components of your Neo4j solution, including Neo4j itself. For example, a solution using Neo4j Enterprise, Apache Kafka, Elastic Search, and custom microservice architecture components are all covered under the umbrella support provided with these packages. The Neo4j commercial support subscriptions only cover Neo4j Enterprise.

### **UI/UX** Development

The development packages include UI and UX design services to assist developing everything from your

iGov : Innovative Government Solutions
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dashboards and visualization. We ensure all development meets 508(c) requirements. We cover all modern web design frameworks including ReactJS and AngularJS. Furthermore, we provide a toolbox of open source visualization libraries and webapp starter projects to get your project up and running quickly. You can also add on UI packages such as Linkurious OGMA and Graphlytic Visualization tools and APIs.

### Starter Projects and Toolsets

We provide a suite of starter projects (maven and gradle), templates, and tools to get your Neo4j projects off the ground quickly. Our Starters include Docker images, Microservice architecture components (api gateways, service registries, etc), UI and visualization components and more.

### **Enterprise Architecture Development**

Neo4j is usually just one of many components in a common graph solution. Other components include ElasticSearch, Apache Kafka, and other technologies.

Our team brings a wide range of enterprise architecture development expertise to the table. From monolithic to micro-service architectures, our team will help design a solution that best fit's your agency's needs.

### GraphGrid Data Platform

GraphGrid Data Platform (GDP) is an enterprise-grade graph data management platform that enables a centralized architecture for running batch, interactive and real-time analytics and data processing applications simultaneously across your connected graph data. Development packages include the tools, and platform components needed to get a robust and scalable ETL pipeline in place.

## Newest Libraries and Repositories

The Government Packages for Neo4) include many of the leading technologies which are all covered under the umbrella package support. In many cases, this allows for agencies to start working with new technologies that would have usage restrictions if not part of a vendor supported package such as this. All libraries and repositories are kept on Amazon GovCloud and can be easily accessed once an agency whitelists the servers. Development packages include access to the newest libraries and repositories for the tools we package and support.

### GovCloud Development and Continuous Integration Environment

We understand that many agencies have not adopted the newest technologies and best practices which can make modern web application development almost impossible. Our development packages include use of GovCloud resources including EC2, S3,Container Services, and more.



Below is a price comparison for a Neo4j Inc. commercial subscription package covering 3 production instances with 8 cores each. (3x8). The Neo4j Inc. commercial package is not a perpetual license, and the commercial EULA limits your use of Neo4j open source licenses in many ways once accepted. Notice that it also has unnecessary production elements which you are paying for as part of the subscription. Neo4j Inc's pricing can be found via a simple GSA Advantage search.

## Neo4j Inc. Commercial Subscription (Annual Subscription)

Neo4j Enterprise Bundle – Standard cluster for enterprise applications that are used by more than one department (or by a larger department), or by customer-facing applications.

Neo4j Enterprise Bundle basic configuration includes:

- a. 3 Production Instances (up to 8 Cores per Instance).
- b. 3 Test Instances (no Core limit).
- c. Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, email and phone.
- d. Unlimited number of licensed developers.

Name & Description	Annual Subscription Price	
Neo4j Enterprise Bundle Base (3 Instances X 8 Cores Each)	\$189,188 / yr	
Additional Production Capacity (per Core)	+ \$6,609 / yr	
Disaster Recovery (per Core)	+ \$3,305 / yr	
Additional Test Instances (per Instance)	+ \$4,957 / yr	
Additional Instance (up to 8 Cores)	+ \$52,874 / yr	
8-Core pack	+ \$52,874 / yr	
12-Core pack	+ \$79,310 / yr	
16-Core pack	+ \$105,747 / yr	

24-Core pack	+ \$158,621 / yr
32-Core pack	+ \$211,494 / yr

## iGov Inc's Government Development Package with Neo4j Enterprise

Comes with same physical Neo4j Enterprise software. Under open source license there are no limitations on how you use it. You have no limits on environments, number of instances, cores, etc!

Government Bundle for Neo4j Enterprise basic configuration includes:

- a. Unlimited instances with no core limits for any environment! (dev, test, staging, production, etc)
- c. Premium support and development services by iGov Inc. Unlike the Neo4j commercial package, we support your entire architecture not just Neo4j. (Neo4j, ElasticSearch, UI, Micro Services, etc..)
- d. No limitations on number of developers, etc.

\$25,000+

100% goes into development.

The minimum development package costs \$25,000. For comparison - you can choose the \$189,000 Development package option - where \$189,000 goes into consulting services at GSA approved rates.

Of course - you can choose how much you want to spend. We simply offer packages that parallel commercial subscription rates to help make procurement easier.

# Neo4j Inc. Commercial Support vs iGov Inc. Development Package Comparison

So what exactly do you get with a Neo4j Inc. commercial subscription? You get the peace of mind knowing Neo4j Inc. is there to assist with production support tickets if the vendor you purchased it from can not solve an issue on their own. This is not very useful when you are in development, using Neo4j for R & D, or do not have a mission critical Neo4j deployment.

	Government Development Package w/ Neo4j Enterprise	Neo4j Enterprise commercial support subscription	Neo4j Enterprise (default open source license)
Has full Neo4j Enterprise functionality.	YES	YES	YES
Can purchase through Neo4j Inc. or its resellers	NO The Government Packages for Neo4j are only available through iGov Inc.	YES	NO Neo4j partners are forbidden on offering services or support for Neo4j open source licenses.
Can use in any environment for any purpose?	YES	YES  *Your subscription has limits on number of cores and instances	YES
Comes with consulting services which can be used to build your solution around Neo4j. (Including UI/UX design, ETL implementation, enterprise architecture, and FISMA and 508c services)	YES This is what seperates out the Government Development Package from the commercial support subscription. Support is swapped out with consulting services you can use to build your solution around Neo4j.	NO	NO
Comes with tools, services and support to address Accessability (508c) and FISMA requirements.	YES	NO	NO
Can I use this with any amount of cores or instances without incurring additional costs?	YES	NO  *The cost of a commercial support subscription is based on the cores and instances you use.	YES
Can I create custom derivative versions of	YES	YES	YES

iGov: Innovative Government Solutions Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 98 of 1198 Neo4j Enterprise? (Ex: My custom Neo4j Enterprise Edition) Does Neo4j Inc. provide No\* YES NO official email and phone Development packages production support? do not need production support, they swap out production support for consulting services you use to build your solution. Does **NOT** require you to YES for all open source your systems You do NOT have to open source your system that uses Neo4j Enterprise as a server as it's intended to be used. You only need to open source custom Neo4j that simply use Neo4i Enterprise derivatives under the open source license and then only under certain Enterprise as a component in your distribution conditions. system.

# Why iGov Inc?

Our team is the same team that created Neo4j Enterprise Government Edition. Further, we are the same team that sold and supported every US Federal Government procurement of Neo4j Enterprise Government Edition up until its retirement in July 2017.

iGov Inc's new Government Package can be used as a direct replacement for the now retired Neo4j Government Edition. iGov Inc is the only vendor providing this package. Even more, this package includes Neo4j Enterprise under its open source license!

**How is this possible?** Read below to learn more....

Neo4j Government Edition has been retired by Neo4j Inc..

PureThink, the company who created, managed and sold Neo4j Government Edition to all US Federal

agencies has ceased their partnership with Neo4j Inc.. The principle behind PureThink and the Government Package has created a new corporate entity called **iGov Inc**, which is not a Neo4j Solution Partner. Because we are not a solution partner, we are not under the extremely restrictive terms dealing with services around Neo4j open source licenses which applies to partners. With iGov Inc, we can offer packages that allow US Federal agencies to gain all the benefits they have from our team's experience and past performance we've gained, but now with the ability to apply it to Neo4j Enterprise open source licenses! Before now, the only option for development or non-critical system support was the extremely costly commercial production support packages. Things have changed, and US Federal agencies are going to benefit from huge savings related to Neo4j and Neo4j solutions.

iGov Inc and the Government Package for Neo4j allows agencies to spend their money on developing innovative solutions around Neo4j, not paying for unnecessary production support before they even have a solution built that could be in production.

The new **Government Package for Neo4j** can be added to any Neo4j instance making it a "Government Edition".

By default, all Government Packages for Neo4j now comes with Neo4j Enterprise included under its open source license!

Once ready for production, agencies can choose to have either iGov Inc, a Neo4j Solution partner of their choice, or their own team handle production support. This allows agencies to decide what best fits their production and system needs.

iGov Inc and its partners offered production support packages that cover complex big data architectures that usually make up a Neo4j solution not just Neo4j itself. Ex: ElasticSearch, Apache Kafka, and more.

Please contact us for past performance references, and current Federal agency customer references to find out more about our team and offerings.

Procurement offices can reach out to us for necessary paperwork, documentation, and more needed to make smart procurement decisions. It's simple, if your agency is in development, then procuring a Neo4j Enterprise commercial package is not likely in the best interest of your agency.

Please contact neo4j@igovsol.com for more information.

iGov Inc is the only US Federal vendor whose team has proven past performance supporting and developing innovative solutions around Neo4j and the ability to work with Neo4j Enterprise open source licenses!

# About iGov

iGov Inc. is a software development company located in Reston, Va.

We focus on building innovative solutions for US Government agencies using open-source technologies.

CONTACT US

(703) 862-7780

info@igovsol.com

1902 Campus Commons Drive Suite 101 Reston, VA 20191





iGov Inc is now the only US Federal contractor providing Neo4j Enterprise binaries packaged with it's free *Open Source* license!

As of November 2017, Neo4j Inc removed the free open source Neo4j Enterprise downloads from it's distribution site making iGov Inc the only place where you can down load it.

Learn More

# Introducing Gov Development Packages for Neo4j

US Federal agencies developing Neo4j solutions now have a cost effective development package for

Neo4j. Spend your budget building a solution instead of unnecessary production support! If you are

looking at making a Neo4j Enterprise procurement, then you should be aware of this new Package as

in a majority of the cases, it offers a better value than Neo4j Inc.'s commercial subscriptions.

US Federal Agencies and Government Package for Neo4j Procurements

Learn More

packages offer a better value to US Federal government agencies in a majority of the cases.

# About iGov

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From: John Mark Suhy jmsuhy@igovsol.com @

Subject: Neo4j Procurement Follow up and guidance on your EULA

Date: September 8, 2017 at 1:53 PM
To: Carol.E.Sinnard@nga.ic.gov
Cc: carol.e.sinnard@nga.mil

JS

Hello Carol,

We spoke on the phone. I just wanted to reach out to you and send you some information you can forward to the end-users at your agency for next year. Unfortunately you may have procured a package that isn't in your best interest, but you will be more informed next year.

I setup a page to help explain all your options <a href="https://igovsol.com/neo4j.html">https://igovsol.com/neo4j.html</a>

I also attached the PDF version of the page.

I want to give you some guidance on your EULA before you sign anything.

You will be asked to sign a 3-way form binding you to the commercial EULA. You want them to remove the term in the EULA that forbids you from using open source licenses next to commercial licenses.

If you do not ask them to remove that term - your agency could be on the hook for a lot of money if you have other teams using Neo4j under it's free open source license as you would have to convert them to commercial.

Until we broke away from Neo4j Inc last month, we sold every Neo4j subscription to the US federal government under our other company PureThink. I am the core developer who created the Neo4j Government Edition which was retired by Neo last month.

I hope I can help next year.

Have a great weekend,

Respectfully,

John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780 https://igovsol.com



neo4j-gov-devoverview-v1.pdf

### Government Development Packages for Neo4j

iGov Inc's development packages for Neo4j are a better value than Neo4j Enterprise commercial support subscriptions for US federal agencies currently developing Neo4j solutions. Spend your budget building a solution instead of unnecessary production support for something not yet built!

Its that simple!

#### Know your options

It is important to know your options before you make any procurement decisions around Neo4j. The information below provides you with a complete breakdown of the 3 main Neo4j offerings available including the free open source option. Most people are not aware that Neo4j Enterprise Edition is open source like its sibling, Neo4j Community edition.

The information below should provide you with a clear understanding of your options, so you can choose what's best for your agency.

# COMMERCIAL PACKAGE **\$29K - \$MILLIONS+**

Commercial packages are those sold by Neo4j solutions partners. You are paying for production support. The commercial license is actually more restrictive than the open source license!

Neo4j Enterprise Software

Available through Neo4j Inc. and all Neo4j Solution
Partners

Yearly Subscription. You are paying for production support backed by Neo4j Inc.. If you don't renew your subscription you simply fall back to the Neo4j

Enterprise open source license.

Production Email and Phone Support from vendor which is backed by Neo4j Inc.

Commercial License (Most government agencies do not need.)

Cost is based on number of instances and cores. (See below)

# GOVERNMENT DEVELOPMENT PACKAGES \$25K+

100% of the cost goes into services aimed at building a solution around Neo4j, not unnecessary production support for something not yet built!.

Neo4j Enterprise Software

Only available through iGov Inc

No annual subscription, you are free to do whatever you want in the future.

Production Email and Phone Support from iGov Inc, but not backed by Neo4j Inc.

Defaults Neo4j Enterprise Open Source license.

No limitations on usage, instances or cores - cost goes 100% to solutions development

FISMA and 508 Toolkit and Services

Suite of Tools, Frameworks, and Starter Projects we use for scalable big data Neo4j projects.

# OPEN SOURCE FREE

There is no reason you should be using Neo4j

Community Edition.

Neo4j Enterprise Software (Same physical software as commercial package)

No limitations on usage, can be used in production with as many instances and cores as you want.

Standard GNU AGPL v3.0 Open source License.

#### Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 107 of 1198 Development Package Overview

The Government Development Packages are aimed at agencies who need help building a robust and scalable solution around Neo4j. Unlike the commercial production support subscriptions, 100% of the cost goes into consulting services that help you build out your solution.

All iGov Inc packages also include a suite of tools and services which are combined to address critical FISMA and accessibility requirements relating to Neo4j.



#### **Customer Support**

iGov Inc provides umbrella support across all the components of your Neo4j solution, including Neo4j itself. For example, a solution using Neo4j Enterprise, Apache Kafka, Elastic Search, and custom microservice architecture components are all covered under the umbrella support provided with these packages. The Neo4j commercial support subscriptions only cover Neo4j Enterprise.



#### UI/UX Development

The development packages include UI and UX design services to assist developing everything from your dashboards and visualization. We ensure all development meets 508(c) requirements. We cover all modern web design frameworks including ReactIS and AngularIS. Furthermore, we provide a toolbox of open source visualization libraries and webapp starter projects to get your project up and running quickly.

You can also add on UI packages such as Linkurious OGMA and Graphlytic Visualization tools and APIs.



#### Starter Projects and Toolsets

We provide a suite of starter projects (maven and gradle), templates, and tools to get your Neo4j projects off the ground quickly. Our Starters include Docker images, Microservice architecture components (api gateways, service registries, etc), UI and visualization components and more.



#### **Enterprise Architecture** Development

Neo4j is usually just one of many components in a common graph solution. Other components include ElasticSearch, Apache Kafka, and other technologies.

Our team brings a wide range of enterprise architecture development expertise to the table. From monolithic to micro-service architectures, our team will help design a solution that best fit's your agency's needs.



#### GraphGrid Data Platform

GraphGrid Data Platform (GDP) is an enterprise-grade graph data management platform that enables a centralized architecture for running batch, interactive and real-time analytics and data processing applications simultaneously across your connected graph data. Development packages include the tools, and platform components needed to get a robust and scalable ETL pipeline in place.



#### Newest Libraries and Repositories

The Government Packages for Neo4j include many of the leading technologies which are all covered under the umbrella package support. In many cases, this allows for agencies to start working with new technologies that would have usage restrictions if not part of a vendor supported package such as this. All libraries and repositories are kept on Amazon GovCloud and can be easily accessed once an agency whitelists the servers. Development packages include access to the newest libraries and repositories for the tools we package and support.



#### GovCloud Development and Continuous Integration Environment

We understand that many agencies have not adopted the newest technologies and best practices which can make modern web application development almost impossible. Our development packages include use of GovCloud resources including EC2, S3, Container Services, and more.











# Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 108 of 1198

Below is a price comparison for a 3x8 core yearly production support subscription. The commercial package is not perpetual, and the commercial EULA limits your use of Neo4j open source licenses in many ways once accepted. Notice that it also has unnecessary production elements which you are paying for as part of the subscription.

# Neo4j Enterprise Commercial Subscription (Annual Subscription)

Neo4j Enterprise Bundle – Standard cluster for enterprise applications that are used by more than one department (or by a larger department), or by customer-facing applications.

Neo4j Enterprise Bundle basic configuration includes:

- a. 3 Production Instances (up to 8 Cores per Instance).
- b. 3 Test Instances (no Core limit).

Pricing Comparison

- c. Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, email and phone.
- d. Unlimited number of licensed developers.

Name & Description	Annual Subscription Price	
Neo4j Enterprise Bundle Base (3 Instances X 8 Cores Each)	\$189,188 / yr	
Additional Production Capacity (per Core)	+ \$6,609 / yr	
Disaster Recovery (per Core)	+ \$3,305 / yr	
Additional Test Instances (per Instance)	+ \$4,957 / yr	
Additional Instance (up to 8 Cores)	+ \$52,874 / yr	
8-Core pack	+ \$52,874 / yr	
12-Core pack	+ \$79,310 / yr	
16-Core pack	+ \$105,747 / yr	
24-Core pack	+ \$158,621 / yr	
32-Core pack	+ \$211,494 / yr	

# iGov Inc's Government Development Package with Neo4j Enterprise

Comes with same physical Neo4j Enterprise software. Under open source license there are no limitations on how you use it. You have no limits on environments, number of instances, cores, etc!

Government Bundle for Neo4j Enterprise basic configuration includes:

- a. Unlimited production instances. It is open source!
- b. Unlimited of course
- c. Premium support and development services by iGov Inc. Unlike the Neo4j commercial package, we support your entire architecture not just Neo4j. (Neo4j, ElasticSearch, Ul. Micro Services, etc...)
- d. Unlimited number of licensed developers.

### \$25,000+

#### 100% goes into development.

The minimum development package costs \$25,000. For comparison - you can choose the \$189,000 Development package option - where \$189,000 goes into consulting services at GSA approved rates.

Of course - you can choose how much you want to spend. We simply offer packages that parallel commercial subscription rates to help make procurement easier.

LCAT	Rate
Project Manager	\$104.89
UI/Web Designer 1	\$83.35
Principle Enterprise Application Modeler/Developer	\$127.50
Senior Enterprise Application Modeler/Developer	\$116.52
Enterprise Application Modeler/Developer	\$87.39
Sr. Graph Database Management Spec.	\$100.47
Mid-Test Engineer	\$71.40
Jr. Test Engineer	\$52.02
Training Specialist	\$66.30

# Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 109 of 1198 Development vs Commercial Support Package Comparison

So what exactly do you get with a commercial subscription? You get the peace of mind knowing Neo4j Inc. is there to assist with production support tickets if the vendor you purchased it from can not solve an issue on their own. This is not very useful when you are in development, using Neo4j for R & D, or do not have a mission critical Neo4j deployment.

	Government Development Package w/ Neo4j Enterprise	Neo4j Enterprise commercial support subscription	Neo4j Enterprise (default open source license)
Has full Neo4j Enterprise functionality.	YES	YES	YES
Can purchase through Neo4j Inc. or its resellers	<b>NO</b> The Government Packages for Neo4j are only available through iGov Inc.	YES	<b>NO</b> Neo4j partners are forbidden on offering services or support for Neo4j open source licenses.
Can use in any environment for any purpose?	YES	<b>YES</b> *Your subscription has limits on number of cores and instances	YES
Comes with consulting services which can be used to build your solution around Neo4j. (Including UI/UX design, ETL implementation, enterprise architecture, and FISMA and 508c services)	YES  This is what seperates out the Government Development Package from the commercial support subscription. Support is swapped out with consulting services you can use to build your solution around Neo4j.	NO	NO
Comes with tools, services and support to address Accessability (508c) and FISMA requirements.	YES	NO	NO
Can I use this with any amount of cores or instances without incurring additional costs?	YES	<b>NO</b> *The cost of a commercial support subscription is based on the cores and instances you use.	YES
Can I create custom derivative versions of Neo4j Enterprise? (Ex: My custom Neo4j Enterprise Edition)	YES	YES	YES
Does Neo4j Inc. provide official email and phone production support?	No*  Development packages do not need production support, they swap out production support for consulting services you use to build your solution.	YES	NO
Does <b>NOT</b> require you to open source your systems that simply use Neo4j Enterprise as a component in your		<b>YES</b> for all system that uses Neo4j Enterprise as a ser nterprise derivatives under the open source	

distribution conditions.

system.

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#### Why iGov Inc?

Our team is the same team that created Neo4j Enterprise Government Edition. Further, we are the same team that sold and supported every US Federal Government procurement of Neo4j Enterprise Government Edition up until its retirement in July 2017.

iGov Inc's new Government Package can be used as a direct replacement for the now retired Neo4j Government Edition. iGov Inc is the only vendor providing this package. Even more, this package includes Neo4j Enterprise under its open source license!

How is this possible? Read below to learn more....

Neo4j Government Edition has been retired by Neo4j Inc..

PureThink, the company who created, managed and sold Neo4j Government Edition to all US Federal agencies has ceased their partnership with Neo4j Inc.. The principle behind PureThink and the Government Package has created a new corporate entity called **iGov Inc**, which is not a Neo4j Solution Partner. Because we are not a solution partner, we are not under the extremely restrictive terms dealing with services around Neo4j open source licenses which applies to partners. With iGov Inc, we can offer packages that allow US Federal agencies to gain all the benefits they have from our team's experience and past performance we've gained, but now with the ability to apply it to Neo4j Enterprise open source licenses! Before now, the only option for development or non-critical system support was the extremely costly commercial production support packages. Things have changed, and US Federal agencies are going to benefit from huge savings related to Neo4j and Neo4j solutions.

iGov Inc and the Government Package for Neo4j allows agencies to spend their money on developing innovative solutions around Neo4j, not paying for unnecessary production support before they even have a solution built that could be in production.

The new Government Package for Neo4j can be added to any Neo4j instance making it a "Government Edition".

By default, all Government Packages for Neo4j now comes with Neo4j Enterprise included under its open source license!

Once ready for production, agencies can choose to have either iGov Inc, a Neo4j Solution partner of their choice, or their own team handle production support. This allows agencies to decide what best fits their production and system needs.

iGov Inc and its partners offered production support packages that cover complex big data architectures that usually make up a Neo4j solution not just Neo4j itself. Ex: ElasticSearch, Apache Kafka, and more.

Please contact us for past performance references, and current Federal agency customer references to find out more about our team and offerings.

Procurement offices can reach out to us for necessary paperwork, documentation, and more needed to make smart procurement decisions. It's simple, if your agency is in development, then procuring a Neo4j Enterprise commercial package is not likely in the best interest of your agency.

Please contact  ${\tt neo4j@igovsol.com}$  for more information.

iGov Inc is the only US Federal vendor whose team has proven past performance supporting and developing innovative solutions around Neo4j and the ability to work with Neo4j Enterprise open source licenses!

00036006

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CTO

iGov is a Virginia software development company located in Reston, Va. iGov Inc is located in the Dulles High Tech corridor and Washington, DC Metro area.

What sets iGov Inc apart, is the past performance and experience our team brings to the table as well as the ability to develop solutions and support Neo4j Enterprise open source licenses. You will find this is a rare combination especially considering the fact that we can now support Neo4j Enterprise open source licenses.

Contact us for more information.

- Address: 1902 Campus Commons Drive Suite 101 Reston, VA 20191
- **Phone:** (703) 862-7780
- Email: jmsuhy@igovsol.com

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About iGov

iGov Inc. is a software development company located in Reston, Va.

We focus on building innovative solutions for US Government agencies using open-source technologies.

CONTACT US

(703) 862-7780

info@igovsol.com

9 1902 Campus Commons Drive Suite 101

Reston, VA 20191

iGov

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♠ (https://blog.igovsol.com♠) November 14, 2017 (/)

## Neo4j 3.3.0 is out, but where are the open source enterprise binaries?

Neo4j Enterprise is still open source under it's AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html). However you may have noticed that you can no longer build the enterprise package binary from the source code or download the enterprise package binary with it's free AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html) from dist.neo4j.org. Furthermore, if you use docker, you must now accept a 'commercial agreement' before proceeding (https://github.com/neo4j/docker-neo4jpublish/commit/aa31654ee8544cd544b369d2646cf372086f7b70). In other words, official Neo4j docker images are no longer packaged with the free AGPLv3 (https://www.gnu.org/licenses/agpl-3.0.en.html) licensed binaries.

Neo4j Enterprise 'binaries' are simply the compiled and packaged Neo4j distributions you download and run on your computer, server, container, etc.

For the 3.3.0 release the enterprise binary package file names would be neo4j-enterprise-3.3.0-unix.tar.gz (https://dist.igovsol.com/neo4j-enterprise-3.3.0-unix.tar.gz) for the linux package and neo4j-enterprise-3.3.0windows.zip (https://dist.igovsol.com/neo4j-enterprise-3.3.0-windows.zip) for the windows package. (The links above point to the binaries iGov Inc compiled and packaged using the source code found at the Neo4i Github repository. By default it is packaged with the AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html).)

Why has Neo4j Inc made it harder to access the open source enterprise binaries?

If they are going to take the trouble to make Neo4i Enterprise more inaccessible to the public, why not just take Neo4j closed source before releasing 3.3.0?

Only Neo4j Inc can answer these questions, and I feel they owe an explanation to the open source community which has made Neo4j what it is today.

With ambitions of an IPO, it would be an extremely risky maneuver to attempt taking Neo4j closed source. It could backfire and be disastrous if the community revolted and creates a more successful Neo4j fork. Even the perceived threat of this sort of behavior could trigger a revolt and fork.

As a reference, look no further than MySQL and MariaDB (https://mariadb.org/about/), the more popular fork of MySQL, and you can see what could happen (https://www.zdnet.com/article/open-source-mariadb-a-mysql-forkchallenges-oracle/).

It looks like Neo4j Inc does not want to tempt fate with a closed source move just yet. Instead another path was taken which makes it very hard to get ahold of the enterprise packaged binaries with the free AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html). As a passionate advocate of both open source software and Neo4j, this does not sit well with me.

Federal agencies have already invested in the adoption and use of Neo4j Enterprise and many are using it's free AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html). Luckily, iGov Inc builds the Neo4j binaries from the source code and makes it available via a distribution site we setup (https://igovsol.com/downloads.html).

Back to the core of this post. So what has Neo4j Inc done to limit your access to Neo4j Enterprise binaries packaged with the free open source AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html)?

10/2/2019

Action 1: The enterprise packaging build instructions were removed from the code base (https://github.com/neo4j/neo4j/commit/affe1a0b4ab47c9d4673bfa507868ccd03c48ddd). Until the 3.3.0 release, anyone could have checked out the Neo4j source code from github (https://github.com/neo4j/neo4j), and run a few simple commands to build the Neo4j Enterprise binaries complete with the AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html). That's not the case anymore. If you run the build commands on the 3.3.0 branch you will notice that only the Neo4j Community Edition binary is present after the build process completes. Who really uses Neo4j Community Edition once they realized Neo4j Enterprise edition is also free?

The packaging system simply provides the instructions on how to 'build' the Neo4j Enterprise distribution binary, much like the instructions you get with furniture purchased at IKEA. All the artifacts that are used to build the Neo4j Enterprise binary are all open source, but the instructions explaining how to put together these artifacts have disappeared.



**Action 2**: Neo4j Inc slipped a commercial license into the official binaries found on their distribution site that is used for docker images. Until now, if you wanted to download the Neo4j Enterprise binary from Neo4j Inc directly, you could have done so using the distribution site which is publically available. It just isn't advertised for obvious reasons.

Those who were using the official docker images or downloading the enterprise binary directly from dist.neo4j.org were in for a surprise when they were forced to accept commercial terms in order to access the distributions.

Want to see for yourself - download the Neo4j Enterprise binary (http://dist.neo4j.org/neo4j-enterprise-3.3.0-unix.tar.gz) which Neo4j Inc packages and take a look at the LICENSE.txt file.

Instead of the standard AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html) which used to be there, the LICENSE.txt file now says:

```
Network Engine for Objects in Lund AB. 2017.
All Rights Reserved. Use of this Software without
a proper commercial license with Neo4j, Inc. or its affiliates
is prohibited.
```

As copyright holders, Neo4j Inc has the right to add any license they want for the binary distributions they build, package, and make available for download themselves. If anyone else packages the enterprise binary distribution like we do, you must simply make sure the LICENSE.txt file is the AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html). That is exactly what we do.

Action 3: Neo4j Inc kept causal cluster communication encryption (Intra-cluster encryption) off by default. They then created a 'proprietary module' that turns it on.

Of course you can get intra-cluster encryption turned back on by purchasing a costly commercial package.

This move was referenced in the 3.3.0 release changelog (https://neo4j.com/release-notes/neo4j-3-3-0/). They justified this change with the following blurb:

```
Neo4j Enterprise Edition binaries now include new proprietary add-ons. Intra-cluster encryption is the first of these. Consequently Neo4j Enterprise Edition can no longer be distributed under a dual license but the source is still available under AGPLv3.
```

Of course Neo4j Enterprise can still be distributed under the AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html). Simply provide a binary download without the 'proprietary addons' that turn on intra-cluster encryption. The Neo4j Enterprise binaries we make available to the public are proof that this can be done.

I believe that security critical components of Neo4j should remain open source, security by obscurity has proven not to be a good strategy in the past. Currently, the security components of Neo4j Enterprise are still open source. In the case of intra-cluster encryption (causal clustering) - it is just not initialized.

Right now the only difference between the paid Neo4j Enterprise (commercial) binary and Neo4j Enterprise (open source) binary (we compile from source) is that intra-cluster encryption is still off by default in the AGPLv3 version.

We turn it back on for our federal customers via a new component in our FISMA framework, which will be available on github for everyone to use soon.

How many of you are actually using causal clustering in production? Well - if you upgrade to 3.3.0 and don't turn it back on yourself, you may be a little less secure assuming you aren't using encrypted tunnels / vpn, etc between your cluster nodes.

Look for yourself:

3.2 release code (https://github.com/neo4j/neo4j/blob/3.2/enterprise/causal-clustering/src/main/java/org/neo4j/causalclustering/discovery/HazelcastClientConnector.java) : The sslPolicy initialized in the code.

3.3 release code (https://github.com/neo4j/neo4j/blob/3.3/enterprise/causal-clustering/src/main/java/org/neo4j/causalclustering/discovery/HazelcastClientConnector.java) : The sslPolicy initialization has disappeared.

```
HazelcastClientConnector( Config config, LogProvider logProvider, HostnameResolver
hostnameResolver )
{
    this.config = config;
    this.logProvider = logProvider;
    this.hostnameResolver = hostnameResolver;
}
```

These three actions effectively made it impossible to get Neo4j Enterprise binaries with the open source AGPLv3 license (https://www.gnu.org/licenses/agpl-3.0.en.html) from Neo4j Inc starting with the 3.3.0 release.

As a consulting company offering software development and support for Neo4j Enterprise open source licenses to the US federal government, we have been building the binaries ourselves for some time.

As part of the Neo4j open source community, we've decided to absorb the hosting costs and make these distributions available to the general public, not just US federal agencies. We've setup a distribution site that can be used to download Neo4j Enterprise directly, or use use with docker compose.

We will have docker images up as well complete with the AGPLv3 (https://www.gnu.org/licenses/agpl-3.0.en.html) licensed packages.

We will also have the FISMA framework modules on GitHub soon, one of which turns back on intra-cluster encryption.

You can download the Neo4j Enterprise binaries with the open source license from our website at https://igovsol.com/downloads.html (https://igovsol.com/downloads.html).

We compile and package these using the source code from the official Neo4j GitHub repositories.

Federal agencies should email us at support@igovsol.com (mailto:support@igovsol.com) to get their AWS GovCloud download links which should be whitelisted for most agencies.

If you would were not aware that Neo4j Enterprise is open source just like it's sibling 'Neo4j Community Edition', you can learn more here (https://igovsol.com/downloads.html#neo4j-os-faqs).

If you are not happy with Neo4j Inc's behavior, then please reach out to Neo4j Inc and voice your concerns.

Feel free to contact me directly via email at jmsuhy@igovsol.com (mailto:jmsuhy@igovsol.com) if you have questions, comments, or just want to talk about Neo4j in general. We are always available.



Comment on Twitter (https://twitter.com/share?text=Neo4j%203.3.0%20is%20out%2C%20but%20where%20are%20the%20open%20source%20

(https://blog.igc

John Mark

(https://blog.igovsol.com/author/jmsuhy/)

Alexandria, VA

igovsol.com (https://igovsol.com)

Senior software developer and enterprise architect with a focus on introducing innovative open source technologies into the US federal government.



iGov Inc. is a Northern Virginia software development and consulting company focused on building innovative open source solutions for our US government customers.

### July 2018 News: Neo4j 3.4.4 has been released!

Get the open source licensed **Neo4j Enterprise** distributions we package

for our government customers from our downloads page. These are 100%

free and open source, with all the enterprise features. They have no restrictions on the number of cluster instances or cores that the commercial licensed packages impose!

We compile and packaged the open source licenced distributions from the same official Neo4j Github Repositories as Neo4j Inc uses for their paid commercial licensed builds.

#### About iGov

iGov Inc. is a software development company located in the Washington DC Metro area.

We focus on building innovative solutions for US Government agencies using leading open-source technologies.

**CONTACT US** 

(703) 672-1205

- □ [email protected]
- □ 7686 Richmond Highway Suite 111-B Alexandria, VA 22306



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From: John Mark Suhy (jmsuhy@purethink.com)

To: Benjamin Nussbaum (ben@atomrain.com), Brad Nussbaum (brad@atomrain.com)

CC: BCC:

Subject: graphstack.io - avoid trademark issues

Attachments:

**Sent:** 03/26/2018 01:18:42 PM -0700 (PST)

I added you as admins to graphstack.io repos.

Incase you are wondering what this is - <u>graphstack.io</u> is the website I will have completed soon that will be used to provide Neo4j Enterprise open source packages for downloads without infringing on Neo4j's trademarks.

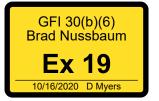
It is the only name I could find that was open.

I.E. I can get away with allowing downloads of Neo4j on the site that have no code modifications or plugins but as soon as we add apoc or something else - the nominative trademark protection does not apply as easily.

So: Neo4j Enterprise AGPL + APOC (and other plugins) = GraphStack

When you download it and extract it - it is /neo4j-enterprise-x.x.x same as before.





From: John Mark Suhy (jmsuhy@purethink.com)

To: Benjamin Nussbaum (ben@atomrain.com), Brad Nussbaum (brad@atomrain.com)

CC: BCC:

**Subject:** Quick Notes on fork

Attachments:

**Sent:** 05/21/2018 11:24:17 AM -0700 (PST)

Just comments That may be good to think about on your end.

When I spoke about setting up a non profit for a fork - it makes other kernel devs more inclined to be part of it - if they are truely open source advocates. I would think that they would be wary going with another 'neo situation'. Assume that Steve baker and team are doing another fork in parallel - would be better to work all together I would think.

But being on the board of this new none profit is a big piece of the pie - if a fork became popular - GraphGrid is what makes it a viable alternative to adopt for agencies / companies who want production support. IE - if done right - it would allow you to hit Neo from many different angles - weakening their hold. We will get US agencies using this fork right away so it has past performance.

Just something to think about - I could literally reach out to MariaDB.org and ask them if they can give you copy of their bylaws so there would be hardly any upfront effort. That may be enough to just let people know we are planning...

Worst case - you spend under \$1000 for an org that you close without traction. You don't have to setup org until you are ready.

Borrow everything from:

#### https://mariadb.org/about/governance/

I already know we could get several large companies to sponsor it in terms of names: Maybe not money to start. But we would ask ASR, and kther top analytic companies we work with to sponsor it. Including sheila's companies and of course all of our companies. (That is a big list already)

Do you want me to take a stab at rebrading Neo4j Enterprise dist - besides the documentation, and misc stuff in distribution? This would be a prppf of concept to see just how hard it would be to do a complete automated rebrand from all current code. the biggest visible part would be for a new logo in Neo4j Browser.

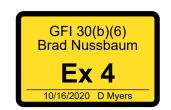
Technically the way they license browser, etc - you could technically use Neo4j browser without rebrand - but why not see how it would look with different brand name.

Make sure openneo4j won't be something Neo comes after you around trademark on. I would ask your lawyers since I know it can be a hit if you build that brand and only have to start over if Neo hits with trademark.

--

John Mark Suhy
PureThink
jmsuhy@purethink.com
703-862-7780
http://purethink.com





From: John Mark Suhy (jmsuhy@egovsol.com)

To: Mariano Lopez (mariano.lopez@analytica.net)

CC: BCC:

**Subject:** Re: GraphFoundation

Attachments:

**Sent:** 07/09/2018 10:37:59 AM -0700 (PST)

We can add you as a sponsor without you contributing, but if you would like to make a donation you can do so at: https://www.graphfoundation.org/support/donations/

If you want to have a call later today or anytime this week, I can explain why the foundation was created and how we package Neo4j Enterprise (We call ONgDB) distributions that are being adopted at IRS and most likely DHS as they are already using the open source distributions we packaged before we assigned them to the foundation.

Do you happen to have a good LOGO we can use or can I just grab one from your website?

John Mark Suhy eGovernment Solutions Inc jmsuhy@egovsol.com 703-862-7780 https://egovsol.com

```
On Mon, Jul 9, 2018 at 8:33 AM, Mariano Lopez
wrote:
> Hi John Mark -
> Definitely and would be willing to contribute. If we were to contribute
> $500 how would I do this, process, etc?
>
>
> From: John Mark Suhy [mailto:jmsuhy@egovsol.com]
> Sent: Friday, July 06, 2018 9:59 AM
> To: Mariano Lopez
> Subject: GraphFoundation
>
>
> Hello Mariano,
>
>
> I wanted to ask you if you would like us to list Analytica as a sponsor of
> the GraphFoundation. https://graphfoundation.org
>
>
```

> It is free for you, you can ignore the sponsorship prices page.

```
>
>
>
> IRS is adopting the open source Neo4j Enterprise distributions we are
> transfered to the GraphFoundation, and I think having our team members all
> involved in it could help give an advantage in the BPA Award. I can explain
> more on a call if you would like.
>
>
> Let me know if I can add you to the sponsorship page:
> https://www.graphfoundation.org/support/thanks/
>
>
> On another note, let me know if you would like to meet up for coffee or
> lunch sometime.
>
>
> Talk to you later,
>
> John Mark
>
>
> --
> John Mark Suhy
> eGovernment Solutions Inc
> jmsuhy@egovsol.com
> 703-862-7780
> https://egovsol.com
```

From: John Mark Suhy (jmsuhy@purethink.com)

To: Brian Rodrigue (brian.rodrigue@excella.com)

CC: BCC:

Subject: Checking In

Attachments:

**Sent:** 08/10/2018 08:09:41 AM -0700 (PST)

Good Morning Brian,

I just wanted to check in as we have not talked for a while.

I hope all is well.

If you have time next week, I can give you an update on our Neo4j activities.

We created a non profit with an Apache like governance model to ensure Neo4j stays open source incase Neo decides to take it closed source anytime in the future.

Check out https://graphfoundation.org

All the Neo4j enterprise distributions we package from now on will come from the foundation and have the standard vanilla AGPLv3 open source license.

Treasury and a bunch of analytic companies in the area now use these.

I figured you would want to know because Neo4j Inc has been trying to scare companies lately telling them they will close source, etc.

Most recently, they tried adding a 'commons clause' to the AGPL license, trying to precent companies from selling (and competing against them on procurements)

The free software foundation guidamce was to ignore it as it was invalid because restrictions like this, cant be added to the AGPL license, but it doesn't stop them from trying to use it to cause confusion.

Anyway, the foundation was actually setup because of this behavior.

On another note, how is your wife's cyber focus coming?

Have you been working with any interesting texhnology lately?

Have a good weekend,

John Mark

John Mark Suhy
PureThink
imsuhy@purethink.com
703-862-7780
http://purethink.com

From: John Mark Suhy (jmsuhy@purethink.com)

**To:** A-Sun Truth (asuntzu@gmail.com)

CC: BCC:

Subject: EMAIL

Attachments: micro-service-architecture-with-graphstack.pdf;

**Sent:** 08/28/2018 07:06:58 PM -0700 (PST)

I apologize for taking so long to get back to you. We have a large deployment coming up in Sept for a government contract we are priming on - so it's been taking all my available bandwidth.

I wanted to send you the links we spoke about so you can understand more about what we are doing in the graph / analytics space.

I manage the Neo4j Enterprise open source distributions used by the Treasury, DHS, etc.

If you don't know about Neo4j - here is their website: http://neo4j.com

Our open-source fork we manage can be found at https://graphfoundation.org

Our focus is on 'connected data' which leverages several different technologies to collect, and connect data from different data sources.

Attached is a diagram of the high level overview of the platform.

We leverage Neo4j, ElasticSearch, Kafka, Apache Spark, and a suite of services (All Java - Spring Boot for the most part)

Here are some white papers that can tell you more about Neo4j - which we use as the 'system of record' for our connected data. We did not write these - but they do a good job of explaining the technology.

https://drive.google.com/drive/folders/0B7w76NCg0bmVdmZoZTJQaGl4Vnc?usp=sharing

What we have is not something we sell right now - it is the platform that we use for any of our graph analytics projects - that is how everything originally came together.

One way I could see us working together is to work on your data integration platform assuming you don't already have one. Everything from AI, to enrichment, to services that utilize this data would use the platform.

For example - if you want to create a sentiment analysis service, or some other service (micro-service architecture) for leveraging natural language processing - then it may involve creating a service that takes 1) data from the graph , 2) uses the 'bus' (kafka) to push data to spark to do sentiment analysis, etc , 3) Takes the new data generated and augments the graph.

I.E. This would be a central part of your data integration strategy I would think.

Let me know if this information is useful.

## EXHIBIT 27

## REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

From: John Mark Suhy (jmsuhy@purethink.com)

**To:** Philip Rathle (philip@neo4j.com)

CC: BCC:

**Subject:** Re: Touching base

Attachments: purethink Mail - IRS breakdown.pdf; april-2016-email-number-5-agreement.pdf;

**Sent:** 05/21/2018 02:46:30 PM -0700 (PST)

Please give me some time to digest your proposal and see if this makes sense from a business perspective for us. I probably will have some questions, In fact I have one right offhand.

#### Question:

If we were to consider what you proposed, would you require us to waive our right to pursue our claims, such as tortious interference against Neo4j Inc in the

future? I believe we can work together moving forward, and in parallel let the courts decide what is fair for the past. We have invested quite a bit of time and money into preparation based on the statute of limitations, and I would think that you would also say it is fair to let the courts work out what is right - if we agree to accept the court's decision and move on.

#### Beyond that question,

In order to trust us, I think based on your email response, you should really just peak at the attachments I re-attached to this email. Not to prove anything, but to show that you should be wary of taking one side of the story from John and Jason.

These attachments are just so you keep an open mind when working with us. Please read them - they are attached, short and can help our relationship. I highlighted them to make it quick.

On another note, regarding the licensing, you may want to consider the implications of going closed source right now.

I completely understand where you are coming from, and you have a tough decision to make. I wouldn't want to be in your position regarding that topic, so I respect that you are in a precarious position and have to make a decision.

My biggest worry does not have to do with you going closed source, but with how the community reacts. As you can imagine, there will be probably be several community forks of Neo4j if you go the closed source router. An unorganized fork without the proper governance model can lead to the community being in the same situation as they would be with you if you do go closed source. It would force us to do a proper fork that addresses governance, meaning spending time I don't feel like spending. But it would be needed for the Government.

I've already done the preparation to create non profit organization with the necessary bylaws and governance model for a community fork of Neo4j to get things started, and to ensure it's long term success (if adopted).

We took guidance from MariaDb and my mentors on how to do it right and for the community, I am very confident that this will benefit the community.

By design, if we do launch this community fork and re-brand, it won't be something I can stop once the legal entity is in place and launched, which is the point of ensuring the community has control. I am not sure how it would effect our working together, but as you can guess - it could actually hurt us all if we end up making this partnership work and this fork becomes popular.

Let me know if there is a time Friday that you want to catch up for a call.

Have a good day,

Sincerely,

John Mark Suhy PureThink jmsuhy@purethink.com 703-862-7780 http://purethink.com

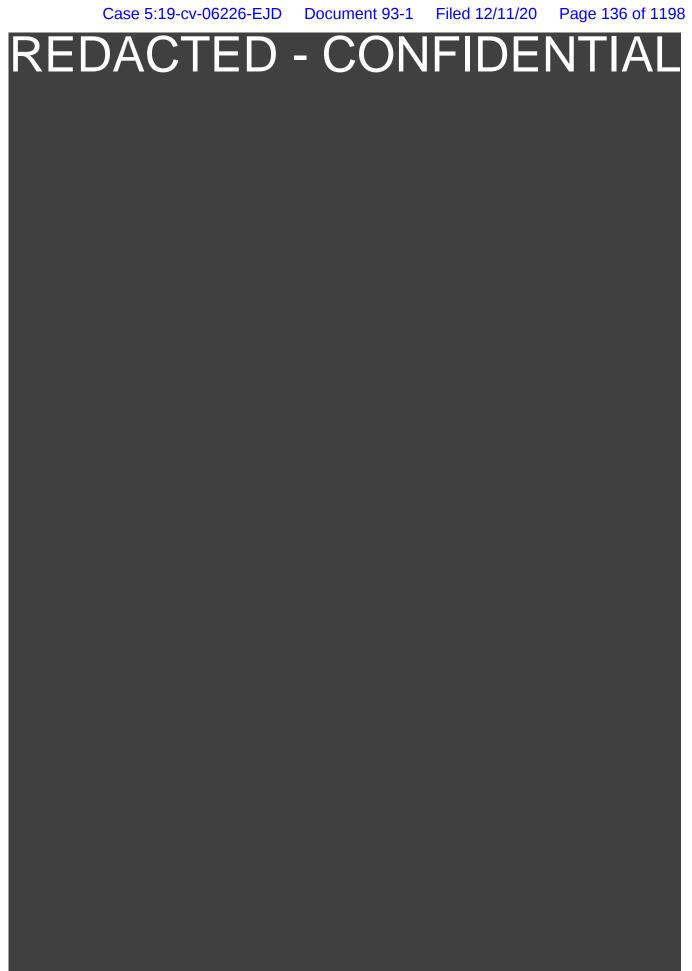


CONFIDENTIAL IGOV0000298.0002

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CONFIDENTIAL IGOV0000298.0003



CONFIDENTIAL IGOV00000298.0004

# Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 138 of 1198 REDACTED - CONFIDENTIAL

From: Graph Foundation Admin

To: btrudeau@micron.com

Subject: Re: GraphStack Neo4j Question

Date: Monday, July 16, 2018 6:52:30 AM

Hi Bob,

I received your question from iGov. We're consolidating support of the open source neo4j graph database distributions under a non-profit organization: Graph Foundation - www.graphfoundation.org

I can help you answer your questions.

The naming you'll see for the build on the foundation site is ONgDB - this is a fully AGPL fork of the open source Neo4j Github repository with all restrictive marks from Neo4j, Inc. removed. We've taken the necessary steps make sure we keep the repository fully AGPL which is the license that Neo4j, Inc has released it under, but then added additional sections to the AGPL license, which in our conversations with FSF (Free Software Foundation) is not legal to do when using the AGPL license.

If you are looking for a full shield of liability, we recommend using one of our supporters such as GraphGrid. I can put you in contact with them if that full shield is of interest.

If it makes sense to have a call or if you have specific references that would help your organization assess the validity of it, please let us know and we can try to accommodate.

Thanks You, GF

----- Forwarded message -----

From: **Bob Trudeau (btrudeau)** < <u>btrudeau@micron.com</u>>

Date: Wed, Jul 11, 2018 at 11:47 AM Subject: GraphStack Neo4j Question

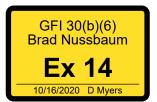
To: <u>info@igovsol.com</u> < <u>info@igovsol.com</u>>

To: iGov Information (<u>info@igovsol.com</u>)
From: Bob Trudeau (Micron Technology, Inc.)

Date: Wednesday, July 11, 2018

I am currently evaluating potential Neo4j options other than a commercial license. The availability of a free, open-source version of Neo4j Enterprise from GraphStack is of obvious interest.

As an employee of Micron I need to ensure that I am operating with integrity and complying with all legal requirements in the procurement and use of software such as Neo4j.



What references and/or other information can GraphStack provide to assist me in confirming the legality of the GraphStack Neo4j Enterprise software?

Regards,

#### **Bob Trudeau**

Enterprise Architect IT Enterprise Analytics & Data Micron Technology, Inc.

Office +1 (916) 458-3277 btrudeau@micron.com

CONFIDENTIAL GFI000288

From: John Mark Suhy (jmsuhy@purethink.com)
To: Benjamin Nussbaum (ben@atomrain.com)

CC: BCC:

**Subject:** Neo4j Procurement

Attachments:

**Sent:** 07/25/2018 08:48:04 AM -0700 (PST)

https://www.fbo.gov/index?s=opportunity&mode=form&id=02e83be8f7f905fff05de915b30d3418&tab=core&cview=1

#### **Quick Summary:**

- Airforce wants Neo4j Enterprise.

They do not realize that Neo4j Enterprise is dual licensed and therefore unique for procurement.

People can pay money for a restrictive commercial license, or use Neo4j Enterprise for free under it's open source license. The open source licensed version has no restrictions on number of cluster instances or cores. This fact is very counterintuitive. What the commercial 'subscription' really offers is support, because it's better to use the open source license than the commercial license in this case.

- We are quite sure that only one Neo4j partner will be able to bid on this because of Neo4j Inc's partner rules requiring registration of a lead.
- We have an idea about what the quote will be, since Neo4j Inc commercial price lists were placed on GSA for a short time. (\$29,000)

https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html

#### **Proposed Approach:**

- 1) You quote for \$25,000.

  AirForce gets the Neo4j Enterprise open source distributions we package for the government already.
- 2) We would manage all support with our existing infrastructure for you. (Managed support). Required support to meet AF needs would be:

Phone support normal business hours Monday-Friday. 24 hour turn around on all support tickets. \$200 / month or \$2400

We will ensure all the SLA's and requirements specified are met with our existing infrastructure and team. We can fully manage support for you using our support system that can be branded with your information. Ex: Email: <a href="mailto:support@fedstore.com">support@fedstore.com</a> Online: <a href="https://support.fedstore.com">https://support.fedstore.com</a> If you have your own - we can use yours too. Whatever works.

So you would make: \$25,000 - \$2400 : \$22,600

3) The software (supply) is unlimited, because these are simply open and free neo4j distributions that are downloadable from the distribution sites. Your company can even become a mirror - i .e. <a href="https://dist.fedstore.com/neo4j/neo4j-enterprise-3.4.4-unix.tar.gz">https://dist.fedstore.com/neo4j/neo4j-enterprise-3.4.4-unix.tar.gz</a>

#### Up sell:

- -Neo4j packages are yearly subscription models, so this has high potential to be reoccurring.
- Once you are supporting Airforce with Neo4j, then there is a large potential for custom software development services. Since Neo4j partners are usually forbidden from using Neo4j under it's open source license this puts you in a very unique position for anyone who wants custom Neo4j development. We could support you on all development tasks, and bring past performance from our other federal Neo4j projects.

#### Possible Scenarios / Risks:

- Neo4j Inc will protest, and try to prevent this from happening through bullying tactics with the AirForce. They tried this with Treasury which delayed one of our awards for 8 months and their behavior really upset Treasury. This was the catalyst for the creation of the GraphFoundation https://graphfoundation.org which ensures Neo4j stays free and open.
- US Treasury legal precedent is what we use when Neo4j tried to interfere with other agencies. Treasury / IRS POCs are happy to talk with other agencies to

#### Links:

- 1) What I sent to airforce just to let them know there were other options so the competition could be more competitive. (See attached PDF).
- 2) <a href="https://igovsol.com/downloads.html">https://igovsol.com/downloads.html</a> -> The open source Neo4j Enterprise distributions we package for government agencies.
- 3) Blog posts that show commercial prices, and will give more information about Neo4j's bad behavior: <a href="https://blog.igovsol.com">https://blog.igovsol.com</a>

Our team: iGov Inc, GraphGrid (<a href="https://graphgrid.com">https://graphgrid.com</a>), and AtomRain (<a href="https://atomrain.com">https://atomrain.com</a>). We work together as one company. We all are the founders of the GraphFoundation. <a href="https://graphfoundation.org">https://graphfoundation.org</a>

GFI 30(b)(6) Brad Nussbaum

10/16/2020 D Myers

## ARTICLES OF INCORPORATION OF GRAPH FOUNDATION, INC.

Document 93-1

The undersigned, desiring to form a corporation not for profit under the Non-Profit Corporation Law of Ohio, do hereby certify:

FIRST: The name of said corporation shall be Graph Foundation, Inc.

SECOND: The place in Ohio where the principal office of the corporation is to be located is the City of Wooster, Wayne County, Ohio.

THIRD: The corporation is organized exclusively for charitable, religious, educational and scientific purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future federal tax code. The charitable purposes of the corporation include the following:

- (a) to further, at no charge, the Open Source development and distribution of graph technology in the areas of software, storage, networking, clustering, parallel and distributed computation, query processing, analytics, visualization, machine learning, artificial intelligence and cloud accessibility, while serving the community with mentoring, leadership and vision for a healthy graph ecosystem;
- (b) to receive and administer funds for the benefit of the corporation, or its successor, and to that end to take and hold, by bequest, devise, gift, purchase or lease, either absolutely or in trust, any property, real, personal or mixed, without limitation as to amount or value, except such limitations, if any, as may be imposed by law;
- (c) to sell, lease, borrow, encumber, exchange, subdivide, convey and dispose of any such property and to invest and reinvest principal and income thereof and to deal with and expend principal and income therefrom for the purposes set forth in this Article Third without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received or such limitations, if any, as may be imposed by law;
- (d) to borrow money and issue evidence of indebtedness in furtherance of the charitable purposes of this corporation and to secure same by mortgage, pledge, or other lien on property;
- (e) to own, use, buy, sell, mortgage or encumber real and personal property as will tend to promote the objects of this corporation and the doing of all things necessary or incident to the purposes of this corporation; and

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(f) to do such other lawful acts or activities to accomplish its charitable purposes as contemplated by Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future federal tax code, and the nonprofit corporation laws of the State of Ohio;

FOURTH: The following persons shall serve said corporation as directors until the first annual meeting or other meeting called to elect directors:

- 1. Bradley Nussbaum, President;
- 2. Benjamin Nussbaum, Vice President.

FIFTH: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not, except to an unsubstantiated degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

SIXTH: The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax code.

SEVENTH: The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax code.

EIGHTH: The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax code.

NINTH: The corporation shall not make any investments in such a manner as to subject it to tax under Section 4944 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax code.

TENTH: The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax code.

ELEVENTH: Any person, his heirs, executors or administrators, may be indemnified or reimbursed by the organization for reasonable expenses actually incurred (including attorney's fees, judgments, fines and amounts paid in settlement) in connection with any action, suit or proceeding, civil or criminal, to which he or they shall be made a party by reason of being or having been a member of the Board of Directors, officer, employee or member of the organization if such person

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acted in good faith and in the manner he reasonably believed to be in or not opposed to the best interests of the organization or (with respect to any criminal action or proceeding) he had no reasonable cause to believe his conduct was unlawful.

The foregoing rights of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law or equity.

TWELFTH: Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by any organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

THIRTEENTH: Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, we have hereunto subscribed our names this <u>22</u> of June, 2018.

Bradley Nussbaum

Benjamin Nussbaum

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## ORIGINAL APPOINTMENT OF AGENT

Know all men by these presents, that Jeffrey D. Musselman of 140 West Liberty St., Wooster, OH 44691, a natural person and a resident of the State of Ohio, is hereby appointed as the person on whom process, tax notice, and demands against said Graph Foundation, Inc., may be served and shall serve as incorporator for Graph Foundation, Inc. on behalf of the undersigned.

Graph Foundation, Inc.

Bradley Nussbaum

Benjamin Nussbaum

**CONFIDENTIAL** GFI000004

NORTHERN DISTR	ICT OF CALIFORNIA
NEO4J, INC., a Delaware corporation, and NEO4J SWEDEN AB, a Swedish corporation,	) CASE NO. ) 5:19-CV-06226-EJD )
Plaintiffs,	) ) )
VS.	)
GRAPH FOUNDATION, INC., an Ohio corporation, GRAPHGRID, INC., an Ohio corporation, and ATOMRAIN INC., a Nevada corporation,	) ) ) ) ) ) )
Defendants.	)
REMOTE	VIA ZOOM
30(b)(6) DEPOSI	TION OF NEO4J INC
BY BRAD	NUSSBAUM
9:17	A.M. PDT
FRIDAY, OCT	OBER 16, 2020

By: Denise Myers Byrd, CSR 8340, RPR

```
1
    maybe touch on a few things later when Jeff gets on
2
    board.
3
    BY MR. RATINOFF:
         Q. Okay. Let me go ahead and move on to Topic 1
5
    on the formation of Graph Foundation.
6
             Do you recall when you formed Graph Foundation
7
    or when -- let me strike that.
8
             When was Graph Foundation founded?
9
             Yeah, I think I looked this up, and I'm pretty
10
    sure we have it everywhere as June 2018. I can pull up
11
    the exact incorporation document.
12
         O. I'll do that, actually. Thank you, though. I
13
    appreciate that.
14
             All right. I have some of these in front of me
    because, honestly, I'm not going to remember this stuff
16
    exactly.
17
         Q. Well, that's -- I'm going to ask you questions.
18
    If you don't remember --
19
             Yeah, I have effective June 21, 2018.
20
             Okay. And so I just put up Tab 2 so we'll mark
21
    that as Exhibit 3.
22
              (WHEREUPON, Exhibit 3 was marked for
23
         identification.)
    BY MR. RATINOFF:
25
         Q. Why don't you take a quick look at that time
```

and let me know if that's what you had in mind as the founding document.

- A. Seems to be pretty big. It's taking a while. If it says State of Ohio corporate registration, that's --
- Q. It's actually -- the title of the document should be in your chat as Tab 2. It's the Articles of Incorporation of Graph Foundation Inc.

Do you see that?

- A. Oh, okay. Yeah, okay. So 22nd of June, okay. So I guess my State of Ohio certificate is June 21st and this is signed June 22nd. I'm not exactly sure which one.
  - Q. You recognize the document?
- A. Yes. Yeah, this is what our lawyer here in Ohio drafted.
- Q. And then what's -- the signature page -- I think it's the third page -- you see there's two signatures there?
  - A. Yes.
  - O. The date?
  - A. My signature and Ben's signature, yeah.
  - Q. Okay. All right. Thank you.

Leading up to the formation, did you have any discussions with anybody about forming Graph Foundation,

I'm just asking yes or no. Ο.

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Did you talk to Mr. Suhy about forming Graph Foundation prior to forming Graph Foundation?

I mean, I quess it feels vague to me because forming is a very vague word. So he was -- so to answer specifically, we did not consult him about how to structure the foundation as a nonprofit with any of these articles here; that came just from our lawyer. We did not consult him about any of the mission. So when we filed for a nonprofit status with the IRS and we posted a mission and what we were about, we did not consult him about any of those things. So he was not consulted, I guess, in any material way about, like, what you could call the actual formation of the corp.

Who -- what led you to form Graph Foundation? Strike that.

When did you come up with the idea to form Graph Foundation?

- Must have been, like, early 2018, maybe late 2017, but probably early 2018.
  - Whose idea was it to form Graph Foundation?
- Primarily mine, but Ben was also very on board with it.
  - Why did you decide to form Graph Foundation?
  - Α. I think we see a strong need for graph

technology to be open and available to a broader community. I think that we both, you know, sort of come up through a lot of the open source world where, you know, the Linux Foundations, the Apache Foundations, the Free Software Foundations of the world have sort of shaped and enabled everybody to do really great things. And I think being in the graph space we see, you know, just the potential for greater work to be done by having technology that's developed and opened collaboratively. I think that's what led us to write the mission statement that we did about generally making graph technology available. We see a lot of avenues where that can be applied.

- Q. Was there a specific graph technology that you had in mind?
- A. I think generally, you know, there's a lot of years to be played out, so, you know, Ben and I see that there are many different technologies, graph technologies that this may be applicable to. I think we listed several in our mission statement.

But, you know, there's certainly areas in data processing and algorithms in -- you know, especially in AI. There's a lot of capabilities that I think we see graph having a big impact, and so we see the foundation as being a place that, you know, may one day be able to

provide an overall benefit to humanity through those things.

- Q. Was Neo4j the primary driver for forming Graph Foundation?
- A. Neo4j was definitely one driver. We see an open source database, certainly something that can store data as a graph, as being a key part and it's definitely where we put a lot of our time and effort in the early days.
- Q. And did you discuss with Mr. Suhy about forming Graph Foundation to promote open source Neo4j?

MR. PERNICK: Objection; vague as to time.

## BY MR. RATINOFF:

- Q. Prior to the formation of Graph Foundation.
- A. I mean, discuss is a very broad word so could you be more specific?
- Q. Did you talk to Mr. Suhy within three months of forming Graph Foundation about forming Graph Foundation?
- A. I mean, there must have been some conversations about it, but I don't really think he was very -- I'm not really sure what he offered, if anything, toward like the overall -- I don't think he offered anything in the discussions. I don't remember him really having much of a drive on the open source side. I remember him -- you know, he's very practical when it comes to

```
1
    business, so I think the foundation has always just
2
    been, you know, really for me and Ben to decide on.
3
             MR. RATINOFF: I would like to upload a
4
    document. This is going to be Tab 4.
5
              (WHEREUPON, Exhibit 4 was marked for
6
         identification.)
7
    BY MR. RATINOFF:
8
             Let me know when that's up on your chat.
9
              Do you see this document that I put up? It
10
    should be an email from John Mark Suhy dated
11
    May 5th -- I'm sorry -- May 21, 2018. Do you see that?
12
         Α.
             Yeah.
13
         Q.
             "Subject: Quick Notes on fork."
14
         Α.
             Yeah, I see it.
15
             And looking at the "to" line, there's a Brad
16
    Nussbaum, brad@atomrain.com. Do you see that email
17
    address?
18
         A. Yep. Yep.
19
             Is that an email address that you use
20
    currently?
21
         A. Yes.
22
             And were you using that email address back in
23
    2018, in May?
         A. Yes.
         Q. And the other address, Benjamin Nussbaum,
```

1 that's your brother Ben? 2 Α. Yes. 3 4 Yes. Α. 5 Ο. 6 7 8 Foundation? 9 10 AtomRain accounts. 11 12 13 14 15 16 17 more time. 18 19 20 21 Graph Foundation email? 22 Ο. Yes. 23 24 25 and, you know, Ben and I communicated with our AtomRain

And that's his email address, ben@atomrain.com? Prior to forming Graph Foundation, when you were in the preformation stage, were you using your AtomRain account to communicate about forming Graph We've -- we've spoken with John Mark with our O. So the answer is --I don't know if it's --Sometimes I'm asking very simple yes-or-no questions, and I appreciate you wanting to elaborate, but I think it will go a lot smoother if you just answer my questions as they're asked. I'm going to ask it one Did you use your AtomRain email address to discuss forming Graph Foundation with John Mark? You're saying like prior to us ever having a I mean, prior to having a Graph Foundation email and prior to Graph Foundation existing, John Mark

1 emails as the main form, I would say. 2 Q. At this time in May of 2018, were you an 3 employee of AtomRain? Α. Yes. 5 And what was your -- what was your position at 6 AtomRain at that time? 7 A. I was the CEO. 8 Do you still hold that position at AtomRain? 9 Α. Yes. 10 And was Ben also an employee of AtomRain at 11 that time in May 2018? 12 Α. Yes. 13 Q. What was his role at that time? 14 Α. He's the CTO. 15 And is he still the CTO? Ο. 16 Α. Yes. 17 Were you also employed by anyone else at that 0. 18 time besides AtomRain in May of 2018? 19 No. Α. 20 Okay. Turning back to this email, which I 21 believe would be Exhibit 4. 22 MR. RATINOFF: Mark this as Exhibit 4. It's 23 got the Bates number IGOV0001570192, and I'll represent 24 this is produced by iGov in the related litigation. It 25 was not produced by your attorney.

1 accurate. 2 Q. Looking at the blue section, it says JMSuhy 3 initial commit. Do you see that? 4 Yes. Α. 5 Q. And do you know -- do you understand who 6 JM Suhy is? 7 Α. Yes. 8 And who is JM Suhy? 9 To my knowledge, that's John Mark's user on 10 GitHub. 11 And you see there's a date there on August 29, 12 2018? 13 August, yeah, 29, yeah. 14 So is it fair to say that Graph Foundation had 15 a GitHub account as of August 29, 2018? 16 Well, yeah, I think that's how those commits 17 are tracked. There's a difference between the actual 18 commit that goes to get repo and what shows up in 19 GitHub, but I think that date is when it's actually 20 merged into GitHub. 21 Q. But in order to be merged in the Graph 22 Foundation's GitHub, Graph Foundation would have to have 23 a GitHub account, correct? 24 Right. Yeah. Α. 25 Q. All right. And does this at all refresh your

What specifically are you looking for?

- Q. Well, did he start up the ONgDB fork on GitHub's repository?
- A. Well, if what we're looking at here, Neo4j-OE or something, that's not the ONgDB fork. This doesn't look like much of anything. I don't even think there's about more than seven files here. I'm pretty sure ONgDB is well over a million.
  - Q. Okay, let's go ahead and move on, then.

MR. RATINOFF: All right. I'm going to drop another. It should be Tab 46, and this should be Exhibit 14.

(WHEREUPON, Exhibit 14 was marked for identification.)

BY MR. RATINOFF:

Q. We'll mark this Exhibit 14. And the Bates number starting with GFI000287 which was produced by your counsel.

Do you have the document in front of you, Exhibit 14?

- A. Yes.
- Q. Looking at Exhibit 14, there's an HTML address. You have to hover your cursor over it, but if you -- it says Graph Foundation admin. When you hover over that, it should say admin@graphfoundation.org.



- Q. It's fair to say it says forwarded message, so this is forwarded from iGov to Graph Foundation?

  A. Right.
  - Q. Do you have an understanding of why it was forwarded to Graph Foundation?
  - A. They must have felt we could better answer or give better details than they could.
    - Q. About GraphStack?
  - A. I'm assuming about the state of, like, an open source version of Neo. It looks like they want to get information like -- it looks like they're redirecting them to the root source of, like, how to best get involved with the open source project.
  - Q. Okay. So then looking at the first paragraph of the top email, that's the July 16, 2018, email, it says:
    - "I received your question from iGov. We're consolidating support of the open source Neo4j graph database distributions under a nonprofit organization: Graph Foundation."

      Do you see that?
    - A. Right. Yes.
  - Q. And then the next paragraph, "I can help you answer your questions." And then I want you to take a



look at the following paragraph that says:

"The naming you'll see for the build on the foundation site is ONgDB. This is a fully AGPL fork of the open source Neo4J GitHub repository with all restrictive marks from Neo4j Inc. removed."

Do you see that?

A. Yes.

- Q. So at this point is Graph Foundation saying that there's a fork of Neo4j called ONgDB available as of July 16, 2018?
- A. I'm not sure what the state was on this site then that we were directing them to. It would seem that there was something there. I don't know what the state was. Maybe we had pre-built -- there was a point in time where we were -- I don't know, I don't know when that was. Yeah, I don't know. There must be something up there for him then. I'm not sure what was up there.
- Q. What do you mean by this is a fully AGPL fork of the open source Neo4j GitHub repository with all restrictive marks from Neo4j removed?
- A. I think it was, like, in January or March 2018 when the Commons Clause came in to, like, 3.4, something like that. I don't know the exact date. So I think

this is when some of the Commons Clause stuff was going on. So I think all -- all that would mean by restrictive marks is that we were conveying the open source code as the pure open source under AGPL.

- Q. So with an AGPL license without the Commons Clause?
- A. Right. Yeah. Because I think we -- yeah, we had removed the Commons Clause I think at this point.
- Q. Is that what you're saying in the next sentence?

"We've taken the necessary steps to make sure we keep the repository fully AGPL which is the license that Neo4j has released it under, but then added additional sections to the AGPL license."

Are you referring to the Commons Clause there?

- A. Yeah, we're referring to Neo4j Inc. adding the Commons Clause in to the AGPL license, yeah.
  - Q. It says:

"Which in our conversations with FSF (Free Software Foundation) is not legal to do when using the AGPL license."

Do you see that?

```
(WHEREUPON, Exhibit 15 was marked for
2
         identification.)
    BY MR. RATINOFF:
         Q. So we'll mark this document which was produced
5
    by iGov. Do you have what's Tab 56 in front of you?
         Α.
             Yes.
7
             Okay. And so we'll call this Exhibit 15 now.
    It's got the Bates number IGOV0001570185.001 on the
    first page. So again, this is dated May 22, 2018. I
10
    think that was around the same time we looked at that
11
    earlier email and you had mentioned that Graph
12
    Foundation wasn't in existence yet officially, correct?
13
             Sorry, that was too much. What are you asking?
14
             You see the date May 22, 2018?
15
         Α.
             Yes.
16
             So you didn't have a Graph Foundation email at
17
    this point, right?
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         A. I don't think Graph Foundation was formed so
19
    definitely no.
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         Q. And we looked at a prior email where you were
    discussing forming Graph Foundation, correct, around
22
    this time?
23
             I would say I don't think --
24
             MR. PERNICK: Objection, misstates testimony.
25
             THE WITNESS: I don't think we were doing that.
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1 I don't think that's quite the right way to say that. 2 MR. RATINOFF: Well, let's go back to -- I know 3 your counsel made an objection, and just make sure you let me finish my question, give like a slight pause, let 5 Mr. Pernick have a chance to object if he needs to. 6 MR. PERNICK: Especially since I generally have 7 to press my unmute button so it takes a little bit 8 longer. 9 The objection is misstates testimony. 10 MR. RATINOFF: I'm going to strike the 11 testimony -- there was a lot of talk over -- so I'll 12 start over again. In case he wants to object, just give 13 him a second. 14 JOHN PICONE: Jeff -- Mr. Pernick, if you have 15 your spacebar, if you press it, it will unmute 16 temporarily. I found that's an effective method. 17

MR. PERNICK: I wasn't able to get that to work in our test run, but it is working now.

JOHN PICONE: As long as your cursor is on the Zoom application it will work.

MR. PERNICK: Thank you.

MR. RATINOFF: Technology is great.

BY MR. RATINOFF:

Q. Let's look again -- I think we looked at this email address before, brad@atomrain.com. That's your

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email address, right?

- A. Yes.
- Q. You have no reason to believe you didn't receive this email?
  - A. No. I received it, yeah.
- Q. And looking over this email, is this the email you referenced from -- maybe seen from John Mark earlier?
- A. It sounds about right. This seems like an email that came from Free Software Foundation discussing this topic, yes. I forget what they said, but yes.
- Q. Do you see anywhere in here where Free Software Foundation's giving legal advice to Mr. Suhy?
- A. I think my view on that was that they -- I think they didn't -- I don't think they could give us legal advice or I don't think they said it was legal advice. I think it was, like, an opinion. So I don't -- you know, giving legal advice is not something that they would do so I don't think that makes sense, but I don't see what they're saying here. I would have to read it.
- Q. Okay. Well, why don't you go ahead and do that.
- A. I think they're giving us advice on the further restrictions clause in Section 7, and I think they're

1 that I ever saw. I think there was only ever one. 2 MR. PERNICK: Jeff, we've been going for about 3 an hour and a half. Can we take a brief five-minute break. 5 MR. RATINOFF: Sure. Let me show one more 6 document. 7 MR. PERNICK: Okay, no problem. Nothing dire. 8 MR. RATINOFF: Thank you for the reminder, 9 though. 10 (WHEREUPON, Exhibit 16 was marked for 11 identification.) 12 BY MR. RATINOFF: 13 Q. Do you have that in front of you? So this 14 would be the document produced by iGov, Bates number 15 IGOV0001570125.001, and this is Exhibit 16. 16 And do you recognize this email? 17 Α. Yes. 18 So you've seen this email before? 19 I'm sorry. I thought you meant do I know 20 what's in front of me. You're asking if I -- I'm sorry. 21 What are you asking me? 22 Q. I'm asking whether you've seen this email 23 before. 24 This looks like a conversation happening with 25 the Free Software Foundation by John Mark.

- Q. And this is the same Donald Robertson that we saw to your knowledge in the last email that we were looking at?
  - A. Yeah, it looks like it.
- Q. And then -- but you don't know -- you don't know whether you've seen this email or not, before or not?
- A. This may have been, like, one of the other emails I mentioned; like, it was probably forwarded to me at one point, but I don't know. I'd have to go find it.
- Q. Okay. Maybe we'll have you do that after the deposition. But for the time being, we have this email from the Free Software Foundation to John Mark which you see here.

Looking at first where it says "snip" under June 20th, do you see that?

- A. Yes, uh-huh.
- Q. "1) As the copyright holder,
  is Neo4j Inc. allowed to add the
  specific additional terms mentioned
  above to the license.txt file
  (containing the AGPL license terms)
  and enforce these new additions?"

  Do you see is that?

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A. They look accurate to me.

top? It says:

Ο.

"It's official: #Neo4j
Enterprise is closed source. As of
November 2, 2018, Neo4j Inc. has
moved all enterprise modules of the
3.5 release to a private repository."

Do you see the first tweet right here at the

- A. Yep.
- Q. Do you see that?
- A. I see that.
- Q. What did that mean?
- A. I think exactly what it says.
- Q. Why did Graph Foundation tweet that?
- A. I think it's a factual statement. Enterprise is closed source. I think that's true. There were commits that I know that I reversed as of November 2nd, 2018, that removed all the enterprise code and all the enterprise modules, yeah, to the private repository, so that's true. And, yeah, they even announced I think that they were open core.
- Q. Was there a prior release Version 3.5 that had enterprise modules that were not part of the enterprise repository?
  - A. Was there a prior release. Like -- well, so

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    good way, and I don't think Neo was too receptive of
2
    being in a position of wanting to help find a solution,
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    kind of filed a lawsuit against us, so I don't think
    there was really much opportunity to discuss it.
5
              MR. RATINOFF: Okay. So let me move on to
6
    another exhibit.
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              (WHEREUPON, Exhibit 21 was marked for
8
         identification.)
    BY MR. RATINOFF:
10
              This will be Exhibit 21, I believe. This was
11
    produced as Bates number N4J-GFI 000092. This is a
12
    printout from Graph Foundation's website as of
    September 24, 2019.
13
14
              Do you have any reason to believe this isn't a
15
    correct printout of what was on Graph Foundation's
16
    website as of that date?
17
         A. No reason, no.
18
             And looking at Licensing, do you see that
    heading right there?
20
         Α.
             Yes.
21
         Q.
             And it says:
22
                   "ONgDB distributions are
23
              licensed under AGPLv3 as a free and
24
              open drop-in replacements of Neo4j
25
              Enterprise commercial licensed
```

distributions with the same version number." Do you see that? Yes. Α. Ο. What did Graph Foundation mean by drop-in replacement? 7

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- I think we provided an explanation of this. Drop-in, I think as everybody understands it in development, you know, essentially functions equivalently from one version to another. So if you took a Neo4j Enterprise version, let's say 3.5.4, the database format that it creates would work with ONqDB 3.5.4, so you can essentially write your data, and with Neo4j Enterprise, you can use that same data with ONgDB.
- Q. And just to clarify, that's Graph Foundation's understanding of drop-in replacement?
  - Yeah. Yeah, that's on our site, so.
- And as of ONgDB Version 3.5.4, it's Graph Foundation's belief at that time it was a hundred percent identical to Neo4j Enterprise 3.5.4?
- No, it was not one -- I mean, it couldn't be 100 percent identical because Neo4j was close source as of 3.5.0-RC1, and so any time after that there have to be some differences. And so drop-in does not mean identical; it refers more to compatibility.

- Q. So as of ONgDB 3.5.4, Graph Foundation had no way of knowing whether that was identical to Neo4j's 3.5.4, correct?
- A. Yeah, there's no way to know that they're 100 percent identical, correct.
- Q. How is Graph Foundation able to represent that 3.5.4 was a drop-in replacement, ONgDB, that is, for Neo4j 3.5.4?
- A. I think I described it earlier. Drop-in replacement refers more to compatibility of features, so we were able to take a Neo4j 3.5.4 version, create a database and just show that it worked with ONgDB at that same version. So I think that's exactly what we described, and I think that's exactly what we did. That's the only thing that we can really do absent having the source code is just show that they are compatible, they can both read the same database format which is one of the most essential things to make it drop-in.
- Q. Did the Graph Foundation do one for one -- let me strike that.

So with ONgDB -- do you mind if I leave out the dots -- it's a mouthful -- and just say 3-5-4 is easier?

- A. That's fine.
- Q. So ONgDB 3.5.4, does that -- did that contain

additional or different source code from Neo4j 3.5.4?

- A. We have no way of knowing, but we assume that they were different. Neo4j could have used our code because it's open, but we could not have used their code because it's closed. So they could have used our code to make their release. We assume that they didn't, but we can't see their code.
- Q. So ONgDB 3.5.4 contains source code that's not authored by Neo4j, correct?
  - A. Yes, that's correct.
  - Q. Do you understand what the term glue code is?
  - A. Yes.
  - Q. What's your understanding of glue code?
- A. That it's mostly code that's used to maintain compatibility between interfaces.
- Q. So ONgDB 3.5.4 contains glue code. Is that a fair statement?
- A. It certainly contains some code that's needed to maintain compatibility with core, which we bring in, which is part of common, so it does contain some of that for shifting interfaces as well as fixes and enhancements.
- Q. So how did -- how did you, meaning Graph Foundation, create 3.5.4 if Neo4j was no longer releasing its code at that time?

A. We merged in all of the core commits for $3.5.4$ ,
so that's everything for community, and then, based on
whatever feedback was given from the community,
developed any of the fixes that we could for releasing
the enterprise code.

- Q. Okay. So the fixes that you put into 3.5.4, they were authored by non-Neo4j coders; is that correct?
  - A. Yes.
- Q. And so -- and Graph Foundation would have no way for certain to know whether it actually included every fix that Neo4j put in its Neo4j 3.5.4, correct?
  - A. I'm sorry. Could you repeat.
- Q. Sure. So Graph Foundation would have no way to know for certain whether -- strike that.

Graph Foundation -- you mentioned fixes for the community, and in reference to that, you did not include patches that came from Neo4j per se, correct?

- A. We did not include patches that came -- are you asking if we have code? What do you mean by we did not include patches that came from Neo4j?
- Q. You mentioned there were fixes that were put in place through ONgDB repository, correct?
  - A. Yes.
  - O. And where did those fixes come from?
  - A. Oh, from community contributors.

- Q. And Graph Foundation would have no way of knowing whether there were patches included in Neo4j's close portion of enterprise 3.5.4, correct?
- A. Right. We wouldn't know what code changes they're making to their source because it's private.
- Q. So the only way you would understand what the potential fixes there were would be looking at Neo4j's changelog for each version?
- A. We could use what was reported on GitHub, so some people report issues on GitHub still. We can use what our community users report to us, and we can include fixes that are in core.
- Q. So you mention there was enterprise features that were taken to be closed after 3.5. Which features were those?
  - A. I'm sorry. What did you say I mentioned?
- Q. You said that when Neo4j took its enterprise portion of the software to close core or private, I guess was maybe the word you used, which features were taken private?
  - A. Everything in the enterprise directory.
- Q. Were there key features in the enterprise software that were taken private in your mind?
  - A. Yes.
  - Q. What were those key features?

- Q. Give me one second. You mentioned contributions from the community. So Graph Foundation relied on open source contributors to fix issues with various versions of ONgDB?
  - A. Yes.

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- Q. And were those -- when you say open source community, does that include Neo4j contributors?
  - A. Yes.
- Q. And that would also include Graph Foundation contributors?
  - A. Yes.
- Q. So you would have to go to Neo4j's GitHub repository to find the open source contributions to Neo4j's software?
  - A. You can see it on our repo too.
- Q. You would be able to see Neo4j contributors' open source contribution on Graph Foundation's GitHub?
  - A. Yeah, because it's a fork.
  - Q. What do you mean by that?

Enterprise 3.5 issues to the ONgDB GitHub."

Do you see that?

- A. Yep.
- O. And continues after the web address:

"...so we can more effectively track bugs related to open source enterprise code versus open core community."

- A. Right.
- Q. Why did Graph Foundation tweet this?
- A. Yeah, so a lot of -- a lot of users tend to -- you know, in the past have reported issues to Neo4j's repo that affected enterprise and community code because it was open source, they were both open source, but as soon as Neo4j took enterprise away, there's no longer an open source project there so they kind of left a hole and users didn't really know where to be redirected to to report enterprise issues on open source. So this was to try to redirect them, to inform them where open source development was being maintained and where they can track bugs.
- Q. So you're asking Neo4j users to go to ONgDB's GitHub repository to report bugs?
  - A. That are related to enterprise, yeah.

1 Α. Did you want me to restate what we're doing? 2 Sure, if it answers the question. Ο. 3 Maybe you have to re-ask your question, then. Α. 4 MR. RATINOFF: Can you please read my question 5 back. 6 (Record Read.) 7 MR. PERNICK: Objection; vague. 8 THE WITNESS: Can you just ask that as a 9 question. 10 BY MR. RATINOFF: 11 Q. I'll strike the question. I didn't quite hear 12 all of it, but it didn't sound like -- there was some 13 extra word in there. 14 So let me ask you this: Do you understand what 15 hashtags are? 16 I understand that a hashtag is used to make or 17 create a topic so that people that want to go read about 18 a topic or, you know, look at things that are related to 19 a certain topic, yeah, it's a way to tag things. 20 Q. So by tagging Neo4j, if someone's searching 21 Twitter for #Neo4j, it would be more likely this tweet 22 would come up, correct? 23 Yes, if they're interested in -- if they're a 24 Neo4j user or if they're looking at, you know, things 25 relating to Neo4j that are happening, this would be

speculation.

THE WITNESS: I mean, we can't -- I mean, we can't really speculate about how people find us. I mean, what we can do is try to give information to as many places as possible.

## BY MR. RATINOFF:

- Q. I understand that, but what I'm saying is is you've already explained your understanding of what a hashtag is. What I'm asking you is by using a hashtag with Neo4j, it's raising the prominence of this tweet to people looking for Neo4j versus had you simply referenced Neo4j without the hashtag, correct?
- A. It places that tweet in a topic so it is possible that more people would see it as a result.
- Q. So you used the hashtag Neo4j to make it more likely that this tweet would be seen by Neo4j users, correct?
- A. Yes because our objective is to inform. We want Neo4j users to be informed about their options.
- Q. But you're not giving an option here. You're just asking to report bugs in Neo4j Enterprise to Graph Foundation, correct?
- MR. PERNICK: Objection; vague. The document speaks for itself.

THE WITNESS: So the option that they knew of

today was one. Prior to this, they only had one option which was the Neo4j repo, so in our mind we were giving them a second option which is to inform them that there's another place that they can report open source enterprise issues, and I think that's exactly what we said, effectively track bugs related to open source enterprise, and that would no longer apply to Neo4j's code base because it was no longer open source enterprise. So I think that's clear. MR. RATINOFF: Let me put up Tab 23. And this was attached as Exhibit K to the first set of RFAs, John, so I just wanted to let you know. So I'm only going to ask a couple questions about this since it's already been subject to RFAs and been authenticated.

(WHEREUPON, Exhibit 23 was marked for identification.)

## BY MR. RATINOFF:

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Q. So this starts with the Bates number N4J-GFI\_000078, and this is a printout from the Graph Foundation website dated September 24, 2019.

Do you recognize this document?

- A. Yes.
- Q. Okay. What is it?
- A. It's a blog post.
- Q. Did you author this blog post?

- A. Yes.
- Q. Why did you put this post up on Graph Foundation's website?
  - A. Because it's relevant to Graph Foundation.
- Q. Other than being relevant, was there a specific reason why you drafted this post?
- A. Well, I mean, I think the post speaks for itself. It's informative, I think it's an informative post so to inform people.
- Q. Okay. I'm asking the reason why you did it, not what it does to people. So I'll ask it a different way.

Why did you author this post and put it up on Graph Foundation's website at this time, which is January 31, 2019?

- A. To inform people of the changes that happened and to let them know what was happening in the community in response to it.
- Q. And when you came up with the name ONgDB, it stood for not just Open Native Graph Database, but in your mind did it also stand for open Neo4j graph database?
- A. It stood for Open Native Graph DB, and then I think there was an early version of this blog that included some developer humor as a throwback to GNU and

the Free Software Foundation and its recursive name that I think was cited as part of the original claim that I guess was offensive to Neo, and so we decided, like, that joke might have been in bad taste so we removed it.

- Q. Okay. So in other words, it was just a joke that you -- and you can look at the specific page. It's 4 out of 8 and it's in the second paragraph at the end.
  - A. Yeah.
  - Q. It says:

"As a throwback to those early days and our beginnings on GNU (remember GNU's not Unix), we decided on the name ONgDB."

- That's -- do you see where I'm at?
- A. Yes, I see where you're at.
- Q. The last part of that says "but also ONgDB's Neo4j Graph DB"?
  - A. Correct.
  - Q. So that was just a joke?
- A. Yes. We apparently should have resisted the double meaning because it was a bad joke in bad taste.

The thing that we cared about was -- it stands for Open Native Graph DB. That's what we always cared about. We felt like it needed to be open and it needed to be native and it was a graph.

- A. Yes, I see that.
- Q. So what Graph Foundation means by that is it's made fixes that it's aware of in the open -- strike that.

Previously you testified that the fixes would come from the community. Is that also true with Version 3.5.14?

A. Yes.

- Q. And was ONgDB 3.5.14 a drop-in replacement for Neo4j 3.5.14?
- A. I don't know -- I don't know. It might -- it might still be. I'd have to go back and look at the list. Some of these we stopped noting -- if it was, we noted it as such or the language on the site was as such.
- Q. But there's no -- there's no way to know whether the important improvements and fixes in 3.5.14 were made in Neo4j's 3.5.14, assuming there is a 3.5.14?
  - A. Sorry. No way to know what?

MR. PERNICK: Can you restate that, Jeff.

MR. RATINOFF: Thank you. That was my -- strike that.

## BY MR. RATINOFF:

Q. What's the -- what's the last version of ONgDB that Graph Foundation believes is a drop-in replacement



for a closed version of Neo4j?

A. I mean, I think we changed it pretty early on in the 3.5 cycle because after some period of time it gets harder and harder to verify that just because the source code can drift more and more. So I have to go back and look at what exact date we took that language off of the site, but it's no longer on our current site to describe ONgDB that way. We changed it to be an open source alternative, so yeah.

- Q. You can't pinpoint which version that occurred?
- A. I mean, it must have been some time between -- I don't know. I don't know when it was, when that changed. I could try to find out, but I don't know. I'm sure it was between 3.5.4 and 3.5.11. I think that those are -- yeah, 3.5.4 might have been the last time that we referred to it that way.
  - Q. But you're not sure?
- A. Actually, it's probably pretty close because 3.5.4 was October 2019. Yeah, I don't think we were referring to it all the way then, so by 3.5.11 we weren't. I think 3.5.4 was the last release I see on here that probably had it.
- Q. So looking at the bottom of Tab 39, you see there's a list of different versions of ONgDB.
  - A. Yes.

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- Q. So as of versions listed here starting after -- I'm sorry, which version was it where you believe -- 3.5.11?
  - A. It would have been after 3.5.4, I think.
- Q. 3.5.4. So after 3.5.4, all these subsequent versions that Graph Foundation no longer referred to ONgDB as a drop-in replacement for the equivalent version of Neo4j?
- A. So the statement about it being drop-in replacement was on the main page describing it and we would have taken that language down at a point in time, and that point in time is probably when we felt like it -- we no longer could, you know, maybe reliably guarantee that it was a drop-in replacement. So the language did get dropped, and I think it's somewhere around the time where we either felt it could no longer be reliably described that way, yeah.
  - Q. And that was sometime between 3.5.4 and 3.5.11?
  - A. Well, yeah, yeah.
  - Q. Yes, it was sometime between --
- A. Yeah. Yes, sometime between that period, I believe.
- Q. Why couldn't Graph Foundation continue to refer to ONgDB as a drop-in replacement for Neo4j?
  - A. I think for the same reasons we said that it

could be and that, you know, we think it can be a drop-in replacement as long as the compatibility is there and other systems can integrate with it on its interfaces effectively. I think at some point we become less and less sure as time moves on and we don't see the source code from Neo and there's possible drift, so we -- early on we were able to do, you know, some degree of testing, although we dropped it into existing 3.5.4 releases.

I don't think we -- we had a desire to do that testing for every single release, and so I think for us, later on, it just -- it felt like a harder thing to try to guarantee, and what we wanted to focus on was telling folks that this is going to be divergent and it's going to be forking and not always have to guarantee that it's going to be a drop-in replacement.

I mean, just to fast forward, like 4.0, we've seen -- you know, there's so many changes that have happened to core in 4.0 that the odds of ONgDB's 4.0 being a drop-in are just very small. So I think early on, in the early days, we used it because we could demonstrate it and it was true, and as things move on we dropped it because it's just too hard to demonstrate.

Q. Well, I don't want you to guess when that was.

If you want, on a break, if it's okay with your counsel,

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    you're welcome to confirm what version that was at.
             MR. RATINOFF: But that being said, I'm going
    to go ahead and drop in this next exhibit. I believe
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    it's going to be Exhibit 26. You should see Tab 41.
5
              (WHEREUPON, Exhibit 26 was marked for
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         identification.)
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    BY MR. RATINOFF:
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         Q. Do you see that? It should have a Bates number
9
    at the bottom, N4J 018732. It's a printout dated
10
    6/10/2020 from the Graph Foundation's website.
11
             Do you see that?
12
         Α.
             Yes.
13
             And this is the page for ONgDB 3.6.0-RC1,
14
    correct?
15
         Α.
             Yeah. This is the landing page for ONgDB,
16
    yeah.
17
             And so there is no Neo4j 3.6, correct?
18
             To our knowledge, correct. Neo4j's never
19
    released a 3.6 version.
20
         Q. So at this point, ONgDB 3.6.0, this is in your
21
    mind a divergent fork of Neo4j?
22
         Α.
             Most definitely.
23
             And it wouldn't be accurate to describe it as a
24
    drop-in replacement at this point?
25
             3.6 is definitely not a drop-in replacement.
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1 and accurate printout from AtomRain's website? 2 MR. PERNICK: So Mr. Nussbaum is not here to 3 testify on behalf of AtomRain. 4 MR. RATINOFF: I understand. I'm asking him 5 whether -- he's got his own personal knowledge since he 6 works for AtomRain, so to the extent he knows 7 personally, I think that's fairly imputed on Graph 8 Foundation. I'm not going to be asking questions from AtomRain's perspective. 10 MR. PERNICK: Okay. 11 THE WITNESS: Yes, this appears to be a 12 printout of AtomRain's site. 13 BY MR. RATINOFF: 14 And AtomRain, is that a company that utilizes 15 ONqDB? 16 To the best of my knowledge, does work --17 consulting work that involves Neo4j and ONgDB. 18 Q. So I'm just going to run through these various 19 entities here. I'll start with Sony pictures. Do you 20 know if Sony pictures is using ONgDB? 21 No. And I doubt any of these -- most of these Α. 22 companies are probably not. A few of them might be. 23 Q. Okay. So which ones do you understand are 24 using ONqDB? I think Tufin and the IRS, yeah.

1 The Department of Defense? 0. 2 I don't think so, no. Α. 3 No entities fall within the Department of Ο. 4 Defense? 5 Α. I'm sorry. No what? 6 No entities or agencies fall within the 7 Department of Defense? 8 Α. No. 9 Q. US Air Force using ONgDB to your knowledge? 10 Α. Not that I know of. 11 UBS, are they using ONgDB? Q. 12 Α. No. 13 WiserCare, are they using ONgDB? Q. 14 Α. Again, none of these except for Tufin and IRS 15 are the ones that I know are. Oh, yeah, and Cyber GRX is on this list. 17 Q. Cyber GRX? 18 Α. Yeah. 19 Where is that? Okay, I see. They've got the little logo in the middle there. 21 I think you had mentioned some other entities 22 that aren't on here. Do you know who Next Century is? 23 A. Next Century? 24 Q. Yeah. 25 Like, do I personally know who they are as a Α.

- Q. Do you know -- well, I guess one follows the other. Do you know who at Next Century is, as a company?
- A. The name sounds familiar. I think there was an email or something from them. Are they a gov company or something?
- Q. I don't know. I'm just asking if you know who they are.

Do you know if they're a user of ONgDB?

- A. I don't, no.
- Q. AdForm, do you know who AdForm is?
- A. I think I had one email with them, yes. I mean, I know they are a company.
  - Q. Are they using ONgDB?
  - A. I don't know.
- Q. How about Soft Strategy, do you know who Soft Strategy is?
- A. Soft Strategy, the name sounds familiar. I don't know them deeply or anything.
- Q. Okay. I've lost my chat apparently so I'm just going to throw this up again. And this was previously marked as Exhibit -- unfortunately, I don't have the exhibit number. Tab 10 was previously marked as



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Exhibit 9. I just re-dropped it here for your convenience. And I'll direct your attention to page 17 out of 180. Are you there?

- A. Yes.
- Q. It states toward the bottom of the page:

  "GFI has identified the

  following entities or individuals

  that may have downloaded ONgDB."

  Do you see that?
- A. Yes.
- Q. So there's -- Next Century is listed there,
  Soft Strategy, AdForm. Do you see those three names?
  - A. Yes.
- Q. Does that refresh your recollection as to whether they're using ONgDB?
- A. So these are individuals that we -- that we've shared emails with, so I mean, I think our assumption is that they're using ONgDB still, but GFI doesn't track that usage. So at some point in time they've contacted us or made it seem like they would use it.
- Q. Then you already mentioned Tufin, I believe you testified, is using ONgDB and so is the US Department of Treasury, correct?
  - A. Yeah. Yes.
  - Q. Is there any other government agencies that

```
1
    you're aware of that are using ONgDB?
2
         Α.
              No.
              MR. RATINOFF: Okay. Let me go ahead and jump
 4
    ahead here.
                  I'm going to go ahead and drop in another
5
    exhibit.
 6
              (WHEREUPON, Exhibit 28 was marked for
7
          identification.)
8
    BY MR. RATINOFF:
9
          Ο.
             Do you see this email?
10
          Α.
              Yes.
11
             It looks like it's an email to you.
          Ο.
12
          Α.
              Yes.
13
              It says "Hello Brad." I'm going to skip to the
14
    second sentence. It says:
15
                   "I am currently leading the
16
              Graph Database team responsible for
17
              deploying an ONgDB-based solution
18
              into production."
19
              Do you see that?
20
              Yes.
          Α.
21
              Does that refresh your recollection as to
22
    whether Next Century is using ONgDB?
23
              I mean, I guess that's what he said so I assume
24
    that's correct. I assume they are.
25
          Q. Have you had any further correspondence with
```

	1	Q. So you never had, like, a video conference or
	2	telephone call after COVID hit?
	3	A. No.
	4	MR. PERNICK: Can you restate were you
	5	asking just with respect to him or with anyone ever?
	6	MR. RATINOFF: Well, with AdForm. I'll ask the
	7	question to be clearer.
	8	BY MR. RATINOFF:
	9	Q. After this email, you never had any telephone
	10	calls or Zoom conferences with AdForm?
	11	A. No. I don't remember this one I just
	12	remember kind of dying somewhere around that time, but
	13	there might have been, like, one or two more exchanges,
	14	but I think it just kind of died at some point.
1	15	MR. RATINOFF: Okay, I'm just going to drop
	16	this next one in. It's Tab 103. Mark this as
	17	Exhibit 30.
	18	(WHEREUPON, Exhibit 30 was marked for
	19	identification.)
	20	BY MR. RATINOFF:
	21	Q. Do you recognize this as Exhibit 30? Sir? Are
	22	you still reading the document? Sorry.
	23	A. Yes. Yep, I've got it.
	24	Q. Actually, if you hover your cursor over your
	25	name at the top there, it should be a hyperlink. If you

hover over there, it should say -- I'll just do a screen share so we'll be on the literal same page.

- A. Yeah.
- Q. So you should be seeing the same email now.
- A. Yes.
- Q. And if I hover over your name there, it says mailto:brad@graphgrid.com.
  - A. Yes.
  - Q. Do you see that?
  - A. Yes.
- Q. Below your email address is brad@graphfoundation.org. Do you see that?
  - A. Yes.
- Q. Do you use your GraphGrid email sometimes to communicate about Graph Foundation business?
  - A. No.
- Q. So why is there a graphfoundation.org address on that prior email and you've got your response from brad@graphgrid?
- A. Because I think we answered all the questions they had that were about open source and they wanted help with a five-day boot camp, I think. They wanted some kind of services and the foundation doesn't offer any services.
  - Q. So that would be GraphGrid that offers that

1 services? 2 A. Yeah, GraphGrid does offer services like that 3 so it was a redirect. You didn't forward this email to your GraphGrid 5 account, though, right? 6 I believe it was, yeah. 7 Oh, okay. Does it say forward? 8 It was included or sent in there. I don't -- I don't know. 10 Did this training ever happen, this boot camp? 11 No. No, it didn't. Α. 12 MR. RATINOFF: Okay. Let me go ahead and mark 13 the next exhibit. This is Tab 48 which I'll mark as 14 Exhibit 31. So my screen share should stop. You should 15 be able to download this new document. 16 (WHEREUPON, Exhibit 31 was marked for 17 identification.) 18 BY MR. RATINOFF: 19 Q. Can you see this document? It should be an 20 email that's from Benjamin Nussbaum to John Mark Suhy and cc'd to Bradley Nussbaum. Do you see that? 22 Α. Yes. 23 And again, these are your AtomRain email 24 addresses. Is there any reason to believe you didn't

202

receive this email in your AtomRain email account?

off potential users to Graph Foundation?

3

MR. PERNICK: Objection; vague.

4

THE WITNESS: What do you mean by hand off

So what did you understand "To continue the

MR. PERNICK: Objection; vague; calls for

THE WITNESS: I think at times we tried to

figure out whether or not -- because, obviously, all of

conversation was better to be handled by somebody from

the foundation, I think that's -- that's all that was

be contacting them about discussing the open source

intended was to say should somebody from the foundation

us are wearing a lot of hats, so I think if a

Did AtomRain -- did you at AtomRain ever hand

5

potential users?

6

BY MR. RATINOFF:

received.

speculation.

7

Q. Well, I'll use the words -- I'm using the words in the email that was sent to you which you said you

conversation, do you want to hand off to someone at the

foundation," what did you understand that to mean?

9

10

11 12

13

14

15

16

17

18

19

20

21

22



MR. RATINOFF: Okay. I'm going to drop another document in here. This is Tab 50, and I'm going to mark this as Exhibit 32.

```
1
              (WHEREUPON, Exhibit 32 was marked for
2
          identification.)
3
    BY MR. RATINOFF:
 4
          Q. Do you have this open? This is an email that
5
    was produced by your attorney. It's dated February 19,
6
    2019, and the beginning Bates number GFI000071.
7
              Do you recognize this email?
8
         Α.
              Yes.
9
          Ο.
              I'm hovering over your email address. It looks
10
    to be from your Graph Foundation email account; is that
11
    correct?
12
         Α.
              Yes.
13
              You can scroll down. This is a pretty lengthy
14
    email chain so kind of takes off from where the other
15
    one ended. So I'm going to have you scroll down to your
16
    email that you sent on February 19, 2019, at 9:07.
17
              Do you see that?
18
          A. Okay.
19
          Q.
              It says:
20
                   "Our intent is to move ONgDB
21
              forward in a fully open source
22
              manner governed by The Graph
23
              Foundation (nonprofit)."
24
              Do you see that?
25
              Yes.
         Α.
```

Q. And what did you understand that to mean?

A. I think that's a quote that's taken from my blog post, but I'm not sure. I'm not sure where that's from, actually, but -- actually, I'm not sure where that came from.

I think -- I think it means that at some point I believe that Neo4j realized that a developer had just put in the Commons Clause and didn't really understand licensing and they were still hoping to appear open source and deceive the community, because I think open source has gained them a lot, but then at some point they kind of realized that, you know, they couldn't pretend to be under AGPL any more and still secretively, like, try to tack on the Commons and somehow be closed. So this is just a simplified way of saying that they realized it didn't work and so they close-sourced it.

- Q. You're just speculating why Neo4j went close core, correct?
- A. Not why they went close core, but I would say speculating -- yeah, yeah, I would say speculating.

  That was our belief that they realized it must not have worked.
- Q. So you have no personal knowledge as to why Neo4j added the Commons Clause?

- A. No.
- Q. You have no personal knowledge as to why Neo4j went open core with its community and closed on enterprise?
- A. No, not more than what they said publicly. Yeah, we speculated that it was because of that.
- Q. So then the last would be the top, the last email in the string says:

"The Free Software Foundation, which owns the rights to AGPLv3
license and its use, reviewed the
Commons Clause that had been added
and determined that it was not valid.
AGPLv3 has clauses preventing
additional clauses from being added
and still licensing under the AGPLv3
license."
Do you see that?

- A. Yes.
- Q. The Free Software Foundation didn't actually determine that the Commons Clause was improperly added, correct?
  - A. No, I think they determined that.
- Q. They didn't give a legal opinion. That was your prior testimony.

might have something in another one that he forwarded, I'm not sure. It may have been something that I just heard over the phone too. I heard of a discussion that happened.

So of my present knowledge, I'm aware of a discussion that happened within the IRS and that they went through a process and they ultimately determined that they could use ONgDB.

- Q. How did you learn that?
- A. I think, like I said, it was either through a series of calls and/or there may have been an email forwarded to some account. I personally learned about it in some way.
- Q. How did you personally learn it? Was it from John Mark?
- A. I believe he was one of the individuals that was involved in the discussions. I don't know if it was him that actually forwarded things out or I was talking with on calls. I'm not sure. Maybe I learned of it secondhand through Ben, but I became aware of it.

MR. RATINOFF: So then I'm going to go ahead and drop down Tab 53, and this will be Exhibit 34.

(WHEREUPON, Exhibit 34 was marked for identification.)

BY MR. RATINOFF:



- Q. I'll just represent this was produced by your counsel. And it's cut off the rest of the trailing email here, but if you look at the -- if you look at the date and timestamp in the words there, do you agree it matches up to the prior Exhibit 33? That would be Tab 51 in your chat.
  - A. Yeah, this looks like my response to him. Yes.
- Q. You have no reason to believe it's not your response to the prior email asking for an additional opinion?
  - A. No.
  - Q. And here you state:

"ONgDB is currently in use at US Treasury (IRS). Their legal counsel conducted a thorough evaluation of the licensing situation and arrived at the conclusion that Graph Foundation distributions of ONgDB could be used without needing a Neo4j Inc. license."

Do you see that?

- A. Yes.
- Q. So you just said at this time you didn't have any personal knowledge of that opinion, correct?
  - A. No. I think I said I did, I heard of it.

- Q. Right, but you never heard directly from the IRS that -- about their conclusion that Graph Foundation distributions of ONgDB could be used without needing a Neo4j Inc. license, correct?
- A. I -- no. I mean, I heard the general conclusion that I stated right in here. This is the conclusion that I heard.
  - Q. But you didn't hear that from the IRS?
- A. Sorry. What are you getting at? I mean, I heard it through individuals that were in the conversations.

So what are you trying to say, that that's not good enough or --

- Q. I'm just asking a question. I don't need to explain what the purpose of my question is.
  - A. Okay.
  - Q. Let me ask you the question again.
  - A. Okay.
- Q. Did you directly receive a communication from the IRS expressing that the IRS could use ONgDB without needing a license from Neo4j?
- A. I personally do not recall receiving a direct communication from my Graph Foundation email from the IRS.
  - Q. Okay. I'm not asking about your Graph

1 answer without it being couched in a different way. 2 mean my question is being misstated. I didn't say 3 direct communication, I didn't say email. I said simply 4 personally communicated with. That can mean email, 5 telephone or whatever. 6 MR. PERNICK: We understand the question. Did 7 he have a communication from an IRS person with this 8 information, whether in an email, a cc of an email, anything. The answer right now is he doesn't recall. 10 MR. RATINOFF: Well, I want to hear his answer. 11 I would like to have the question read back and then 12 I'll get his answer, now that you've completely coached 13 him. 14 (Record Read.) 15 THE WITNESS: Based on what I recall, no, I did 16 not directly communicate with them. I believe it came 17 through a forward from or a conversation through some 18 other person that was directly there. 19 MR. RATINOFF: Okay, I'm going to put up the 20 next exhibit. This is Tab 54 which would be Exhibit 35. 21 (WHEREUPON, Exhibit 35 was marked for 22 identification.) 23 BY MR. RATINOFF:

24

25

226

email at the top February 19, 2019, 11:57:33 a.m.

Do you see this email? It should end with the

before, I think yeah.

- Q. You said there might be an email, and now that you're saying in this email, Exhibit 35, it was an internal review so there isn't a document that can be distributed. So you never received an actual written evaluation from the IRS, either directly or indirectly, about whether they could use ONgDB without any Neo4j license, correct?
- A. This statement simply means that the decision that the IRS made, they determined -- they did so internally and those conversations are not intended for public distribution or just generally to be re-sent.
- Q. And you weren't privy to those conversations with the IRS, correct?
- A. What do you mean by I was privy to them? I think we've established that I did know these conversations were happening and I understood the outcome.
- Q. Right. My question is you didn't participate personally in the internal IRS discussions regarding evaluating whether ONgDB could be used without a Neo4j license, correct?
- A. Correct. I did not participate in the discussions.
  - Q. Okay. Thank you.

MR. RATINOFF: Let me go ahead and drop the next Tab 44.

(WHEREUPON, Exhibit 36 was marked for identification.)

BY MR. RATINOFF:

- Q. Do you see Tab 44? We'll mark this as Exhibit 36.
- A. Before we move on, just for the record, when you say participate, I want to make sure that it's very clear that you meant, like, actively participating in the discussion, not participating in the extent we were just discussing about receiving information that we still need to confirm.
- Q. Okay, I'm going to strike that. There's no question pending so the record will say what the record says.

THE WITNESS: John, can you make a note that to maybe go back and look at that.

MR. PERNICK: Brad, if we need to clarify a question, I can address it or we can address it in review.

BY MR. RATINOFF:

Q. So you should be looking at a printout from community.neo4j.com. Do you see what's in front of you? The first Bates number page would be N4J-GFI 00008.

Q. And then I'll mark this as Exhibit 37. This was produced by iGov, and it's got the Bates number IGOV0001570054. And I'll direct you to the top cc line. It says Brad Nussbaum and it's brad@atomrain.com.

Do you see that email?

- A. Yes.
- Q. Do you have any reason to believe you didn't receive this email in your AtomRain account?
  - A. No.
- Q. And if you go ahead and look down at the web address in the bottom email, do you see that?
  - A. Yes.
- Q. And so this -- let's go back to Exhibit -- the prior exhibit here, the Neo4j Desktop versus Neo4j Server. Do you see that?

Would you agree, other than the last portion of the web address in the prior exhibit, it's the same address, web address?

- A. It appears to be the same.
- Q. If you're not comfortable, feel free to click on it.
  - A. Yes, it looks the same.
- Q. So you said it was produced in the case, but do you believe now that you received this -- reviewed this posting on Neo4j's community site via this email?

- 2

- 7
- 8
- 9
- 11

- 15

- 25

- I received this email. This would have come into my account. I see Ben responded to it. I'm not sure if this is one I missed. I probably saw it. I don't know, is this something I responded to?
- Q. Going back to the Neo4j Desktop versus Neo4j Server, the prior exhibit, do you see where it says "Do the terms of use for 'Neo4j Desktop' apply to the ONgDB server which I downloaded under AGPLv3 license"? Do you see that?
  - Α. Yes.
  - What -- what do you understand that to mean?
- I think they're asking whether they can use the Neo4j desktop tool, which is a tool, as I understand it. I think they're trying to figure out if they can use that with ONgDB.
  - Is there an ONgDB server?
  - ONgDB is a server application.
  - Q. So there's not -- I'm sorry. Go ahead.
  - Α. Just like Neo4j is a server.
- It's not a stand-alone ONgDB server that someone or anyone can use, you actually have to create your own using the software?
- No, there's a stand-alone server. That's what we distribute. That's the same as the Neo4j server. They're both server technologies.

```
1
    says #ONgDB, then in parens it's #FOSS. What does FOSS
2
    stand for?
3
             Free open source software.
         Ο.
             Then there's a #Neo4j Enterprise.
5
         Α.
             Yes.
6
              So are you using that hashtag to refer to the
7
    Neo4j's Enterprise Edition?
8
              MR. PERNICK: Objection; vague.
9
              THE WITNESS: I'm sorry. What? I think we're
10
    including hashtags again because there's topics ONgDB
11
    free open source software and Neo4j in this tweet.
12
    BY MR. RATINOFF:
13
         Q. So you're referring to ONgDB Version 3.5.3 in
14
    this tweet?
15
             ONgDB 3.5.3. Yeah, it's a support release.
16
             And you're not referring to Neo4j Enterprise
17
    3.5.3?
18
         Α.
             Correct.
19
             Why did you use a hashtag in the middle of
         Q.
20
    ONqDB 3.5.3?
21
              MR. PERNICK: I'm sorry. Can you repeat that.
22
              THE WITNESS: What do you mean in the middle
23
    of --
24
    BY MR. RATINOFF:
25
         Q. You've got ONgDB -- let me ask the question
```

1 again. 2 So you see it says ONqDB and there's the parens 3 with Neo4j hashtag and then after the close parens it's 3.5.3. Do you see that? 5 A. Uh-huh. 6 Why are you referring to Neo4j Enterprise in 7 the middle of ONgDB 3.5.3? 8 To help give people that don't know what ONgDB 9 is an opportunity to learn about it and learn more, to 10 get a quick idea of what it is. 11 Q. So you're using the Neo4j hashtag to draw 12 attention to ONgDB 3.5.3? MR. PERNICK: Objection; vague; misstates 13 14 testimony. 15 THE WITNESS: I think what I said is that it's 16 a topic that Neo4j users may be interested in to see 17 that there are -- there are releases coming out 18 consistently of ONgDB. That's how users know that 19 software is being maintained. 20 MR. RATINOFF: That wasn't my question. I'll 21 ask it again. Actually, why don't you go ahead and read 22 it back, please. 23 (Record Read.) MR. PERNICK: Objection; misstates testimony. 25 THE WITNESS: I don't think that's a question.

BY MR. RATINOFF:

Q. Well, actually, it is, and I'll just ask it again.

So are you using Neo4j -- the Neo4j hashtag to draw users to ONgDB 3.5.3?

- A. I think the answer I've given applies. We're using the Neo4j hashtag to inform users about ONgDB, Neo4j users that may be interested in understanding that there's a free open-source version that's being maintained and released. That's something generally that people in the open source community want to know.
- Q. Could you have referred to Neo4j Enterprise without the hashtag?
- A. Is it possible to write a tweet without a hashtag, yes.
  - Q. That's not my question.

Would it have been sufficient to put this tweet out with using Neo4j Enterprise without the hashtag?

MR. PERNICK: Objection; vague.

THE WITNESS: The Neo4j hashtag is a hashtag that has been used for many years for people in the Neo4j community and around the project to see important things around the project.

BY MR. RATINOFF:

Q. You're not directing people to Neo4j, you're

directing people to ONgDB with the Neo4j hashtag, correct?

- A. The Neo4j hashtag is a topic. Neo4j is a topic in this case, so we're directing people that are interested in that topic to ONgDB and the support release.
  - Q. I'm sorry. Go ahead.
  - A. No, that was it.
- Q. You understand Neo4j is a trademark of Neo4j Inc., correct?
- A. I think we've established that I understand now that Neo4j is a trademark, yes.
- Q. I think we established you knew that before the lawsuit, too, so let me ask that again.

You understood at this time of this tweet that Neo4j was a trademark owned by Neo4j Inc., correct?

- A. Yes. Yes, Neo4j is a trademark, yes, of Neo4j Inc.
- Q. And you knew that at the time you made this tweet on March 17, 2019, correct?
  - A. Yes.
- Q. And I know you keep changing my question. What do you mean it's a topic of discussion? Neo4j hashtag is a topic of discussion, what do you mean by that?
  - A. Do you see on the left how it says # Explore?

On Twitter's site, you use hashtags to explore topics of interest. You hashtag something when you want to be able to find topics of interest. So Neo4j for a long time has been understood by the community as a topic on Twitter. People talk about what they're doing in the community by hashtagging Neo4j in their tweets.

- Q. In order for someone to search this topic, would they tag just Neo4j in the search Twitter window right here? I'm looking right above where you're referring to.
- A. There are a lot of ways that people can search Twitter and find information. Tagging is one way that you can help surface information that's relevant to the right people, as I understand it.
- Q. So would I have to type in #Neo4j to search Twitter to come up with this tweet?
- A. You could just be looking at all -- a lot of the tweets that are under that hashtag. I don't know all the ways that Twitter surfaces what you do when you -- you know, you put a hashtag in something, but it uses it to help direct people to relevant information.
- Q. So if I click on the Neo4j hashtag, is it your understanding that would just bring up all the tweets that have Neo4j hashtag in it?
  - A. I think that's roughly how that works. It

might be filtered based on preferences and stuff. I don't think it's the exact, like, time list or anything.

- Q. So if you use Neo4j without the hashtag and someone in another tweet clicked on #Neo4j, it wouldn't necessarily pull up this tweet, right?
- A. Without doing a hashtag, it would just be a text field.
- Q. Is there anything in this tweet that differentiates ONgDB from -- I'm sorry, strike that.

Is there anything in this tweet that differentiates ONgDB 3.5.3 from Neo4j Enterprise?

MR. PERNICK: Object. The document speaks for itself.

THE WITNESS: What we've linked here says it's open source. I think it's free open source. I think, you know, it's different and it says ONgDB so it looks to me like it's different. It's talking about ONgDB 3.5.3.

## BY MR. RATINOFF:

Q. That's in the link, but in the top here there's nothing that suggests Neo4j Enterprise is a separate product from ONgDB 3.5.3, right?

MR. PERNICK: Objection; misstates the document. The document speaks for itself.

MR. RATINOFF: He can speak to what the

document means to him.

THE WITNESS: To me, I read the document and it says ONgDB 3.5.3, so I think it's talking about ONgDB 3.5.3, and then in parentheses saying this is free open source Neo4j Enterprise. So if you look at other tweets and if you look at the site, you can get an idea more about what's there. Not every tweet is meant to be self-encompassing in every way. If you look at the Graph Foundation Twitter feed in context, you'll see other tweets about changes that have been happening, so this naturally rolls out in that story.

MR. RATINOFF: Let me go ahead and mark -- the next exhibit will be Exhibit 39. It will be Tab 60.

(WHEREUPON, Exhibit 39 was marked for identification.)

### BY MR. RATINOFF:

- Q. Do you have that? Do you have Tab 60 which is -- I'm going to mark as Exhibit 39 in front of you?
  - A. Okay, I see it.
- Q. So this is a printout from Twitter, a tweet from the Graph Foundation dated May 10, 2019. Do you have any reason to believe this wasn't sent out at that point?
  - A. No.
  - Q. And again, this looks like a very similar tweet

to the one we just looked at in Exhibit 38. It seems to be referencing just a different version of ONgDB.

Is that fair?

- A. Yes.
- Q. And so again, you're using a Neo4j hashtag in between words -- or ONgDB and 3.5.4, correct?
  - A. Yes.
- Q. And why are you using a Neo4j hashtag in this tweet?
- A. I think this -- so this is just a template for how we send out our releases. Again, support releases are something that shows activity on a project, so this is consistently drawing everybody and bringing awareness that the project is being maintained and developed.
- Q. Is it fair to say, though, you could have drawn attention to ONgDB without #Neo4j?
- A. I think the three things that we decided we wanted to try to raise awareness in was ONgDB as our main tag, free open source software as a tag that people look at when they're just looking for FOSS, because it's a thing, and then to everybody in the Neo4j community, so those three things are things that we felt, you know, for people on Twitter we wanted to try to raise awareness to the maintenance of the project and that it existed and that it was being developed.

- Q. So you believe that ONgDB wasn't really readily identifiable at this point as a standalone product?
- A. I mean, ONgDB has -- you know, like anything, it was -- it's newly created and so you -- you know, you have to let people know that it exists, just like -- just like anything so people that are in the community that -- there's a lot of people in the community that didn't -- that may to this day still don't know that they have options and they have choice. You know, it's a sad thing that Neo has never told anybody they have a choice, so we do what we can to try to tell people they have choice and freedom.
  - Q. Although -- strike that.

Let me ask this question: So by using a Neo4j hashtag, you were hoping to draw more attention to the ONgDB; is that correct?

MR. PERNICK: Objection; vague.

THE WITNESS: I think you've asked that before.

BY MR. RATINOFF:

- O. Different document.
- A. I think the answer is the same.
- Q. Okay. Well, let me ask the question again because this is a new document.

So it's Exhibit 39. You're using the Neo4j hashtag to draw more attention to ONgDB's new release,

correct?

A. I think I've given a description of why we use hashtags. We use hashtags so that people that are looking at that hashtag that are interested in Neo4j can also learn about ONgDB and the support releases that we're making so that they can see an actively maintained project.

MR. RATINOFF: Can you read my question back because I don't think that was an answer.

(Record Read.)

MR. PERNICK: I believe he's answered the question, Jeff.

MR. RATINOFF: I'll ask a new question.

BY MR. RATINOFF:

- Q. So using -- by using the #Neo4j, Graph Foundation's would make it more likely that this tweet would come up under a search for Neo4j, correct?
- A. Based on my understanding of Twitter, somebody that is looking for Neo4j directly or has interest in Neo4j through related things would be able to become aware of this tweet by hashtagging it.
  - Q. Thank you.

MR. RATINOFF: The next is Exhibit 61. Tab 61.

I apologize. And this will be marked as Exhibit 40.

```
1
              (WHEREUPON, Exhibit 40 was marked for
2
          identification.)
3
    BY MR. RATINOFF:
              Let me know when you've had a chance to review
5
     it.
 6
              Okay, I have it.
          Α.
7
              Do you recognize this document?
          Ο.
8
          Α.
              Yes.
9
          Ο.
              What is it?
10
              It's a tweet from the Graph Foundation.
          Α.
11
              Do you have any reason to believe this isn't an
          Q.
12
    accurate printout of Graph Foundation tweet from
13
    October 9, 2019?
14
          Α.
              No.
15
              So looking at this tweet, is it fair to say
16
     it's different than the last two we looked at?
17
          Α.
              Yes.
18
              And is it fair to say in the body of the tweet,
19
    this one uses the Neo4j hashtag in a different way?
20
          Α.
              Yes.
21
              And how is it different?
22
              I mean, hashtags are often used in sentences,
23
    so it's used in a different part of a sentence than the
24
    previous one.
25
          Q. You're not using the Neo4j hashtag format in
```

1 ONgDB in 3.5.11, correct? 2 A. Correct, we did not use this exact same format 3 as the previous ones. Q. And then below you're saying "What is ONgDB?" 5 Do you see that? 6 A. Yes. 7 Q. "Open Native Graph DB is an open source fork of 8 Neo4j," right? 9 A. Yes. 10 Q. And that's the main difference in the use of 11 the hashtag? 12 Yeah. It's a completely different tweet. MR. RATINOFF: Okay. I'm going to mark the 13 14 next exhibit. This is Tab 62. You should get this in 15 your chat here momentarily. This will be Exhibit 41. 16 (WHEREUPON, Exhibit 41 was marked for 17 identification.) 18 MR. RATINOFF: Let me know when you've had a 19 chance to download it. 20 THE WITNESS: I have it. 21 BY MR. RATINOFF: 22 This is a printout of a tweet dated 23 November 27, 2019, on the Graph Foundation Twitter 24 account. Is that a fair description? 25 A. Yes.

Again, you're using the hashtag here to allow

- 1 2
- people to search for Neo4j hashtag to find this tweet,
- 3
- 5

correct?

- 6
- 7
- 8
- 9
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- 12
- 13
- 14
- 15
- 16
- 17
- 18 19
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- 21
- 0.0
- 22
- 23

- A. I think it's the same as the other -- it's the same answer as the other ones. This is essentially the same document. I don't know what we answered the other ones. This is no different than the other two. These are all the same template.
- Q. Understood. So you're using in this particular tweet the #Neo4j to bring people's attention to ONgDB 3.5.12?
- A. Yes, we are using -- we are using this tweet to bring awareness to the latest release that -- the support release that came out and including the tags that we have in our condensed version on topics that we want people that are interested to be able to see.
- MR. RATINOFF: I'm going to mark Exhibit 63 [sic]. I'm sorry, it's getting late. I know it's later there for you so thanks for hanging with us.
  - (WHEREUPON, Exhibit 42 was marked for identification.)

### BY MR. RATINOFF:

Q. And I'll mark this as Exhibit 42. This is a printout of a tweet from the Graph Foundation account dated January 18, 2020.

Q. And in this particular tweet I note there's a Neo4j hashtag which is in a different format than the last one, correct?

A. Correct.

22

23

24

25

Q. And the Neo4j hashtag here is just by itself,

### COURT REPORTER'S CERTIFICATE

I, DENISE MYERS BYRD, CA CSR 8340, RPR, the officer before whom the foregoing proceeding was conducted, do hereby certify that the witness whose testimony appears in the foregoing proceeding was duly sworn by me; that the testimony of said witness was taken down by me in stenotype to the best of my ability and thereafter transcribed under my supervision; and that the foregoing pages, inclusive, constitute a true and accurate transcription of the testimony of the witness.

Before completion of the deposition, review of the transcript [X] was [] was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed are appended hereto.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to this action, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereof, nor financially or otherwise interested in the outcome of said action. Signed this 9th day of October 2020.

Denise Wyers Byrd
Denise Myers Byrd
CSR 8340, RPR, CLR 102409-02

# UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA

NEO4J, INC., a Delaware corporation; and NEO4J SWEDEN AB, a Swedish corporation,

Plaintiffs,

VS.

CASE NO.

5:19-cv-06226-EJD

GRAPH FOUNDATION, INC., an Ohio corporation; GRAPHGRID, INC., an Ohio corporation; and ATOMRAIN, INC., a Nevada corporation,

Defendants.

REMOTE VIDEOTAPED DEPOSITION OF BRAD NUSSBAUM

as representative of GRAPH FOUNDATION, INC. pursuant to Federal Rule of Civil Procedure 30(b)(6)

VOLUME II

DATE:

November 9, 2020

TIME:

10:03 a.m.

LOCATION: via videoconference

REPORTED BY: BENJAMIN GERALD

California CSR No. 14203 Washington CSR No. 3468

Q. Okay. So similar question: One of the things that you had said you would check into after your last deposition is whether there were any other communications by you with other customers besides

Next Century regarding the Free Software Foundation's alleged determination that the Commons Clause was an improper addition to the AGPL.

Do you recall that?

A. I didn't recall anything about looking for other customers, though I don't believe that there -- I mean, I'm not sure what even you mean by "customers,"

mean, I'm not sure what even you mean by "customers," but I don't -- I don't think from the Foundation's standpoint there were other organizations that we -- we talked to about this.

What I recall from our past conversation was looking into what information we received in dialog from the IRS about the AGPL.

Q. Okay. But you didn't go and look to see whether there was any other communications about the IRS opinion?

MR. PERNICK: You mean the IRS now, or the Free Software Foundation?

MR. RATINOFF: Well, he just mentioned IRS, so I'm --

MR. PERNICK: Okay. I just wanted to make

sure.

THE WITNESS: Yeah. From our last conversation, I -- I did discuss with Ben, because he was the one involved, how the conversations occurred within the IRS.

BY MR. RATINOFF:

- Q. And what did you learn?
- A. I learned that there was one call that he was on where the IRS lawyers asked him some questions, mostly a conversation with John Mark, and I think he got asked maybe -- or he answered maybe one question, he had said. Yeah.
  - Q. When did that call --
  - A. It was also not --
  - Q. Sorry. Go ahead.
- A. It was also not a conversation that was under any capacity as the Foundation at that time. He had said that the conversation was because we were -- because AtomRain was doing consulting work inside of the IRS.
- Q. Okay. Do you know when that conversation occurred?
- A. I don't. It was by phone, and I think Ben said he took it from a tree stand while he was hunting sometime in the fall, so...

- Q. Good way to scare away the deer.
- A. I don't know how he does it. He manages to pull it off somehow.
  - Q. Good stuff. Okay.

You said IRS counsel; do you recall, or did Ben tell you who from the IRS was on that call?

- A. No, he didn't mention any names.
- Q. And you said John -- there was a conversation with John Mark; are you referring to the same telephone call with the IRS?
- A. Yeah. John Mark was -- I think he had organized the call because he was leading those discussions there.
- Q. Okay. But -- but Ben was not attending that call on behalf of Graph Foundation, correct?
- A. No. He was attending it because of the work done through AtomRain.
- Q. And did Ben tell you when the IRS conveyed on that call?
- A. They didn't convey anything. They asked questions. There were no conclusions that were stated on that particular call. It was more of a fact-finding call or just information gathering. And then they ultimately, you know, made their their decisions and their their decisions afterwards.

- 24

- Q. Okay. But you weren't privy to -- strike that. Graph Foundation wasn't privy to those decisions made by the IRS, correct?
- A. We learned about the decisions, you know, following that call and the eventual use of ONgDB by the IRS. So the Graph Foundation found out about it because of our relationship with AtomRain.
  - Okay. And what did Graph Foundation find out?
- That the IRS decided to move forward with using ONgDB, and they accepted their use was under AGPL.
- Q. Graph Foundation was never privy to the actual internal deliberations of the IRS, correct?
- What does it mean to be "privy to the internal deliberations"?
- Q. Did Graph Foundation have any inside information -- sorry. Strike that.
- Graph Foundation didn't have any insight into the IRS' deliberative process on whether they could use ONgDB under the AGPL, correct?
- A. Correct. They -- they conducted whatever internal process that they did with their legal counsel and came to their conclusions.
- Okay. And then going back to the original question on this Exhibit 32, was there any other communications that you were able to locate from Graph

1 apparently, it wasn't. Okay. 2 So this will be Tab 40, and we'll go ahead and mark this as Exhibit 45. 3 4 (Exhibit 45 was marked for identification.) 5 BY MR. RATINOFF: 6 Let me know when you have a chance to open this 7 and take a look at it. 8 Α. Yup. I've got it. 9 Q. Okay. So this is a printout, you can see down 10 at the -- the gutter, from Graph Foundation's website on 11 October 13, 2020. 12 Do you see that? 13 Α. Yes. 14 Q. Okay. And do you have any reason to believe 15 this printout is -- is not a true and accurate 16 representation of this page on Graph Foundation's 17 website as of that date? 18 Α. No. 19 Okay. ONgDB 3.5.19, is that the last 3.5 20 version that Graph Foundation published? 21 I think it might be the latest one on the 22 site --23 And --Q. A. -- as of today. 25 And was there, to your knowledge, a Neo4j Q. 276

BELL & MYERS COURT REPORTERS AND LEGAL VIDEOGRAPHERS 408-287-7500

Enterprise 3.5.19, as well?

A. Yes.

Q. Okay. So I am going to go ahead and share this now. So I want to cover a couple of things on it and make sure this gets captured. You can keep looking -- I think this is going to pull up on your screen over your -- what you're looking at, so I want you to refer to the screen share. All right. You should be able to see -- should -- you should see Exhibit 45 on my screen as I scroll.

Do you see that?

- A. Uh-huh.
- Q. Okay. So I'm going to go ahead and hover over this docs, HTML link; do you see that?
  - A. Yes.
- Q. And that leads to github.com/graphfoundation/ongdb/wiki/ongdb-3.5-docs.

Do you see that?

- A. Yes.
- Q. I'm going to go ahead and click on that. It's going to bring up my browser. I'm going to have to switch over. Give me one second here to switch over.

Okay. You should now be looking at the target site, which should be github.com/graphfoundation/ongdb/wiki.

Do you see that?

Do you see that?

- A. Yes.
- Q. All right. I've overcome that technological challenge. Now I'm going to go ahead and click on the number one line here, "ONgDB Docs." I'm going to go ahead and click on that, and we're going to go to what appears to be a web page with the title "Docs." The address is github.com/graphfoundation/ongdb/wiki/docs.
  - A. Yes.
  - Q. Okay. And this is -- sorry. Strike that. What are we looking at now?
  - A. A wiki page for finding docs for ONgDB.
- Q. Is this essentially a document repository on Graph Foundation's GitHub repository?
- A. It's a wiki page with a location to find docs for ONgDB.
- Q. All right. So I'm going to go ahead and click on this link under -- it says "LTS release."

Do you see that?

- A. Yes.
- Q. And then underneath it's a hyperlink, which doesn't bring up what it is, but it's ONgDB 3.5.
  - A. Yes.
  - Q. I'm going to go ahead and click on that.

```
1
             And can you tell me what we just went to after
2
    clicking that hyperlink?
3
             The site title is called "Neo4j Operations
4
    Manual v3.5."
5
             MR. RATINOFF: And that -- for the record,
6
    that's -- the web address we just went to is
7
    neo4j.com/docs/operations-manual/3.5/, correct?
8
              THE WITNESS: Yes.
9
    BY MR. RATINOFF:
10
         Q. So we're not looking at the
11
    Graph-Foundation-generated document, correct?
12
         Α.
             Correct.
13
             This -- this wasn't an operations manual that
14
    Graph Foundation created, correct?
15
         A. Correct.
16
             And do you recall, at our last deposition, we
17
    were talking about the Creative Commons license?
18
             Vaguely, yes.
         Α.
19
             And what's your understanding of the Creative
         Ο.
20
    Commons license?
21
             I'm not sure I have a very thorough one.
22
             Do you recall we had a discussion about
23
    commercial restrictions in the Creative Commons license?
24
         A. I remember -- I remember you mentioned it, yes.
25
         Q. Well, let me just ask you this: What's your
```

1 that. Let me go ahead and go back to -- we're going 3 to go back to the github.com/graphfoundation/ongdb/wiki/docs. I'm just 5 going to go ahead and go down to where it says "Older 6 Releases." 7 Do you see that? 8 Α. Yes. 9 I'm going to go ahead and click on that. And 10 if you see that link I clicked took us to 11 neo4j.com/docs/operations manual -- I'm sorry. Let me 12 re-read that. 13 neo4j.com/docs/operations-manual/3.4/. 14 Do you see that? 15 Α. Yes. 16 And what is at that URL address? Ο. 17 What is the URL address? Α. 18 What -- what did the URL address take us to? Q. 19 The Neo4j operations manual 3.4. Α. 20 And do you see where it says, "This is the 21 operations manual for Neo4j version 3.4, authored by the 22 Neo4j team"? 23 Yes, I see that. 24 So this manual was authored by Neo4j, correct? 25 Α. As stated by the site.

25

Tab 91.1.

285

```
1
              THE VIDEOGRAPHER: And this would be
2
    Exhibit 46?
3
             MR. RATINOFF: Correct. So I'd like to mark
    this as Exhibit 46.
5
              (Exhibit 46 was marked for identification.)
6
    BY MR. RATINOFF:
7
         Q. Let me know when you have that in front of you.
8
             Mr. Nussbaum? Are you able to look at --
9
         Α.
             I have it.
10
             Okay. Thank you. All right.
         Ο.
11
             Can you go ahead and look at this and look at
12
    the bottom in the gutter there? It's -- this is a web
13
    archive capture. You can see the dates 2019-08-2018.
14
              Do you see that? I'm sorry. Strike that?
15
              It's 2019-08-20; do you see that?
16
         Α.
             Yes.
17
             I'll represent to you this was printed out from
18
    the web archive, and this is a capture that was on
19
    August 20, 2019, from -- which I believe is the same
20
    page we were looking at, neo4j.com/docs/license.
21
             Do you see that?
22
         Α.
             Yes.
23
             MR. PERNICK: Objection.
24
             Okay. I didn't understand that question, but
25
    Brad, if you did, that's fine.
```

1 THE WITNESS: I think he was just saying it's 2 from the Neo4j site as of that date. 3 MR. PERNICK: Okay. Got it. 4 THE WITNESS: Did I understand it wrong? 5 BY MR. RATINOFF: 6 No, I think -- I think you got it. 7 MR. PERNICK: All right. Thank you. 8 BY MR. RATINOFF: 9 Q. Can we agree that this is the same license we 10 were just looking at live on Neo4j's website? 11 MR. PERNICK: I'm going to object to the extent 12 you're asking him to review it word for word, but he can 13 give you his understanding without having a 14 word-for-word comparison. 15 THE WITNESS: I generally see the same 16 structure and content, the same sections. 17 BY MR. RATINOFF: 18 Q. So I'm going to try to narrow down -- you 19 mentioned that you had spoken to counsel about this 20 license, and I'm not asking about those communications, 21 but was it prior to August 2019 that you had 22 conversations with counsel regarding the Creative 23 Commons license? 24 Any conversations we had would have gone back to the formation, prior to formation when we reviewed

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### CERTIFICATE

I, BENJAMIN GERALD, Certified Shorthand Reporter, Certificate No. 14203, for the State of California do hereby certify:

That prior to being examined, the witness named in the foregoing deposition was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth in the within-entitled cause;

That said deposition was taken shorthand at the time and place herein named;

That the deposition is a true record of the witness's testimony as reported to the best of my ability by me, and was thereafter transcribed to typewriting by computer under my direction;

That request [X] was [ ] was not made to read and correct said deposition.

I further certify that I am not interested in the outcome of said action, nor am I connected with, nor related to any of the parties in said action, nor to their respective counsel.

Witness my hand this 11th day of October, 2020.

BENJAMIN GERALD

CSR No. 14203

25

From: Donald R Robertson III via RT (licensing@fsf.org)

**To:** jmsuhy@purethink.com

CC: BCC:

**Subject:** [gnu.org #1295811] Neo4j Inc recently added restrictive license conditions to AGPL license.

Attachments:

**Sent:** 05/22/2018 08:38:28 AM -0700 (PST)

On Sat May 19 03:00:41 2018, jmsuhy@purethink.com wrote:

- > I am not sure whom to bring this up to, but Neo4j Inc, recently added
- > restrictive licensing conditions to their AGPL license. It is my
- > understanding that this is not allowed.

>

- > Being such a high profile company, I wanted to bring it to your
- > attention and ask if these additions are allowed by AGPL, and if not -
- > who would be responsible for ensuring they remain compliant?

>

- > The addition of "Commons Clause" License condition was added to their
- > AGPL license file. The link is below.

>

- > https://github.com/neo4j/neo4j/blob/3.4/enterprise/server-
- > enterprise/LICENSE.txt

>

- > "Commons Clause" License Condition
- > The Software is provided to you by the Licensor under the License, as
- > defined below, subject to the following condition. Without limiting
- > other conditions in the License, the grant of rights under the License
- > will not include, and the License does not grant to you, the right to
- > Sell the Software. For purposes of the foregoing, "Sell" means
- > practicing any or all of the rights granted to you under the License
- > to provide to third parties, for a fee or other consideration,
- > a product or service that consists, entirely or substantially,
- > of the Software or the functionality of the Software. Any license
- > notice or attribution required by the License must also include
- > this Commons Cause License Condition notice.

>

>

- > John Mark Suhy
- > PureThink
- > jmsuhy@purethink.com
- > 703-862-7780
- > http://purethink.com

Thank you for your time. Both the GPL and AGPL prevent the addition of further restrictions:

"All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term."



If the distribution includes code that is copyright to someone else, then you can follow the instructions at for filing a violation report with the copyright holder. Only the copyright holder has the power to enforce the terms of the license.

Thanks for checking in on this, and I hope this helps.

--

Sincerely,

Donald R. Robertson, III, J.D. Licensing & Compliance Manager Free Software Foundation 51 Franklin Street, Fifth Floor Boston, MA 02110, USA Phone +1-617-542-5942 Fax +1-617-542-2652 ex. 56

---

From: Benjamin Nussbaum (ben@atomrain.com) To: John Mark Suhy (jmsuhy@purethink.com) CC: Brad Nussbaum (brad@atomrain.com)

BCC:

Re: [gnu.org #1295811] Neo4j Inc recently added restrictive license conditions to AGPL license. Subject:

Attachments:

Sent: 05/22/2018 09:09:53 AM -0700 (PST)

Good to have that confirmation. We can keep that as our advantage and decide if/when we make it known to Neo4j Inc that we received that answer.

Benjamin Nussbaum

President and Chief Technology Officer

Phone: (310) 433-9305 Email: ben@atomrain.com

AtomRain | Innovation for a Connected World

On May 22, 2018, at 11:41 AM, John Mark Suhy <imsuhy@purethink.com> wrote:

I just got this - I just said this in slack an hour ago too....

----- Forwarded message ------

From: John Mark Suhy < imsuhy@purethink.com >

Date: Tue, May 22, 2018 at 11:40 AM

Subject: Re: [gnu.org #1295811] Neo4j Inc recently added restrictive license conditions to AGPL license.

To: clicensing@fsf.org>

This helps, thank you for your time.

Respectfully,

John Mark Suhy

On Tue, May 22, 2018 at 11:38 AM Donald R Robertson III via RT <a href="mailto:slicensing@fsf.org">slicensing@fsf.org</a>> wrote:

On Sat May 19 03:00:41 2018, jmsuhy@purethink.com wrote:

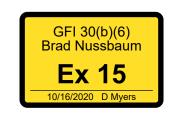
- > I am not sure whom to bring this up to, but Neo4j Inc, recently added
- > restrictive licensing conditions to their AGPL license. It is my
- > understanding that this is not allowed.

>

- > Being such a high profile company, I wanted to bring it to your
- > attention and ask if these additions are allowed by AGPL, and if not -
- > who would be responsible for ensuring they remain compliant?

- > The addition of "Commons Clause" License condition was added to their
- > AGPL license file. The link is below.
- > https://github.com/neo4j/neo4j/blob/3.4/enterprise/server-
- > enterprise/LICENSE.txt

"Commons Clause" License Condition



- > The Software is provided to you by the Licensor under the License, as
- > defined below, subject to the following condition. Without limiting
- > other conditions in the License, the grant of rights under the License
- > will not include, and the License does not grant to you, the right to
- > Sell the Software. For purposes of the foregoing, "Sell" means
- > practicing any or all of the rights granted to you under the License
- > to provide to third parties, for a fee or other consideration,
- > a product or service that consists, entirely or substantially,
- > of the Software or the functionality of the Software. Any license
- > notice or attribution required by the License must also include
- > this Commons Cause License Condition notice.
- >
- >
- > >
- > John Mark Suhy
- > PureThink
- > jmsuhy@purethink.com
- > 703-862-7780
- > http://purethink.com

Thank you for your time. Both the GPL and AGPL prevent the addition of further restrictions:

"All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term."

If the distribution includes code that is copyright to someone else, then you can follow the instructions at <a href="https://www.gnu.org/licenses/gpl-violation.html">https://www.gnu.org/licenses/gpl-violation.html</a> for filing a violation report with the copyright holder. Only the copyright holder has the power to enforce the terms of the license.

Thanks for checking in on this, and I hope this helps.

--

Sincerely,

Donald R. Robertson, III, J.D. Licensing & Compliance Manager Free Software Foundation 51 Franklin Street, Fifth Floor Boston, MA 02110, USA Phone +1-617-542-5942 Fax +1-617-542-2652 ex. 56

John Mark Suhy PureThink jmsuhy@purethink.com 703-862-7780 http://purethink.com

John Mark Suhy

PureThink jmsuhy@purethink.com 703-862-7780 http://purethink.com

John Mark Suhy

Filed 12/11/20 Page 267 of 1198

From: Donald R Robertson III via RT (licensing-comment@fsf.org)

To:

CC: jmsuhy@purethink.com

BCC:

[gnu.org #1295811] Neo4j Inc recently added restrictive license conditions to AGPL license. Subject:

Attachments:

Sent: 08/21/2018 08:50:57 AM -0700 (PST)

I apologize for the delay in responding here, as a small non-profit we are sometimes overwhelmed with the requests for our services. Also, I want to preface the following by stating that we cannot provide you with legal advice. The information we provide is hopefully useful, but if you need legal advice, you'll have to talk with legal counsel.

On Wed Jun 20 17:51:51 2018, jmsuhy@purethink.com wrote:

> Good evening Donald,

>

[snip] >

- > 1) As the copyright holder, is Neo4j Inc allowed to add the specific
- > additional terms mentioned above to the License.txt file (containing
- > AGPL license terms) and enforce these new additions?
- > https://github.com/neo4j/neo4j/blob/3.4/enterprise/
- > neo4j-enterprise/LICENSE.txt

The copyright holder on a work is the one with the power to enforce the terms of the license. So when the copyright holder fails to uphold the terms of the license, there unfortunately isn't anyone to turn to in order to force their hand in a legal sense. But the community can work to persuade them to do the right thing. And if the copyright holder won't do the right thing, then the community should simply avoid their work.

- > 2) In our fork, are we allowed to remove the additional terms and
- > comments
- > they have added to the License.txt files that go beyond the standard
- > AGPL
- > v3 license content?
- > Neo4j Inc is telling us that we can not change these License.txt
- > files,
- > i.e. we must leave these additional restrictions and content in the
- > AGPL
- > License.txt files of our forked code.
- > They then reference them to cause legal uncertainty.

>

>

If a work was previously available under a free license, and later that license is changed, users can always use that earlier version under the terms of the free license. Also, as noted before, the GPL and AGPL also both have this provision:

"All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term."

GFI 30(b)(6) **Brad Nussbaum** 

Unfortunately, I cannot give you legal advice as to how that would work for your particular situation, but I hope that this information proves useful to you.

[snip]

--

Sincerely,

Donald R. Robertson, III, J.D. Licensing & Compliance Manager Free Software Foundation 51 Franklin Street, Fifth Floor Boston, MA 02110, USA Phone +1-617-542-5942 Fax +1-617-542-2652 ex. 56

---

graphfoundation / ongdb

Sign up

Code Issues Pull requests Projects Actions Wiki Security Pulse

# Status of Project Post Open Core Licensing Model #3

New issue

Closed

jgupta opened this issue Feb 13, 2019 · 6 comments



jgupta commented Feb 13, 2019

What is status of this project post Open Core Licensing Model?

I do see releases of v3.5.2 and v3.5.3 in last commit but it would be good to know status of this project and how change in Neo4j liceancing model changes things.



bradnussbaum commented Feb 13, 2019

Our intent is to move ONgDB forward in a fully open source manner governed by The Graph Foundation (non-profit). ONgDB 3.5 restores the Neo4j Enterprise source code that was removed by Neo4j, Inc. from https://github.com/neo4j/neo4j and continues development forward from there. Legacy Neo4j, Inc. contributions will continue to be licensed under AGPLv3 and net new Graph Foundation contributions will adopt a more open license structure. We are considering options right now from the community and would like to see the project eventually move fully to Apache2.

3



jgupta commented Feb 13, 2019

We will be using ONgDB



jgupta closed this Feb 13, 2019

GFI 30(b)(6)
Brad Nussbaum

Ex 24

10/16/2020 D Myers





bradnussbaum mentioned this issue Mar 13, 2019

Did you remove the enterprise edition code? #12178





renannprado commented Apr 13, 2020

@bradnussbaum any news about this?



bradnussbaum commented Apr 13, 2020

@renannprado You can find the latest releases on the repo all under AGPLv3. The current 3.6 release branch has reached milestone 1, the latest maintenance branch is 3.5.17 and 4.0 development is in progress.



renannprado commented Apr 13, 2020

@bradnussbaum sorry | believe | was not clear.

I meant news about changing the license to Apache 2.0 like you suggested, any news about it?



bradnussbaum commented Apr 13, 2020

@renannprado The Graph Foundation can only change the license of source code where it holds the copyright. There will be a substantial amount in 4.0 but for 3.5 and 3.6 there are still many classes that Neo Technology Sweden holds copyright over. The goal of moving to Apache 2 is a very long term goal that will be achieved gradually throughout future releases.

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# Why neo4j clustering is not part of open source? #12237

New issue



kant111 opened this issue Jun 27, 2019 · 13 comments



kant111 commented Jun 27, 2019

Why neo4j clustering is not part of open source? A lot of databases like Cassandra, Hbase etc..all offer to clustering out of the box.

Without clustering, it is very hard to prove that neo4j would scale for any use case specific workloads.



kant111 added the feature label Jun 27, 2019



nicorikken commented Jun 27, 2019

Neo4j as a query engine and GUI is nice, but Neo4j as a database is quite immature compared to other products. And so they probably need an income to improve their database features like clustering. Pretty much a business decision I'd say.



kant111 commented Jun 27, 2019 • edited

@nicorikken what are the other graphdb products that are mature and opensource?



bradnussbaum commented Jun 27, 2019

@kant111 Neo4j Enterprise was closed source as of 3.5. Open source

development continues under The Graph Foundation.

Open source project with clustering here:

https://github.com/graphfoundation/ongdb

Download for distirbutions are here:

https://www.graphfoundation.org/projects/ongdb/



kant111 commented Jun 27, 2019

@bradnussbaum When you say open source you mean it's AGPL? is clustering AGPL?



bradnussbaum commented Jun 27, 2019

@kant111 Yes, it has same AGPLv3 license that it's had since 2008.



kant111 commented Jun 28, 2019

okies we treat AGPL as closed source and we stay away from it as far as possible. Thanks for your response.



bradnussbaum commented Jun 28, 2019 • edited

@kant111 completely agree that AGPLv3 is not the right license and any contributions by the Graph Foundation will be going in under Apache2. We cannot change the AGPL license on any code where we don't hold a copy-right. As the foundation projects move forward it will get more open from contributors, not less.



kant111 commented Jun 28, 2019

"We cannot change the AGPL license on any code where we don't hold a copy-right." I would think it would be better to write from scratch. Also ongdb has lot of references to neo4j including the binary names etc to the point where it confuses me if I am using neo4j or ongdb.

openCypher is great work! Love the language. not sure if I can say the same with neo4j.



VeryHardWorker commented Jul 1, 2019

@bradnussbaum I don't see graphfoundation named here [https://www.pacermonitor.com/public/case/26298162/Neo4j,\_Inc\_v\_PureT hink,\_LLC\_et\_al] but is graphfoundation affected?



nicorikken commented Jul 3, 2019 • edited

@nicorikken what are the other graphdb products that are mature and opensource?

@kant111 I don't know the whole space of graphdb products. I do know that database like MariaDB and PostgreSQL are much more mature in their operational features. Sure, that has been built up over time, but Neo4j is lacking here. I expect more. That's what I'm referring to. For example AgensGraph and JanusGraph stand on the shoulders of database giants, and I therefore assume they'll do a better job of features like scaling. To be fair, I haven't tried any of them, and Neo4j is still on top of most graphDB lists.

So I hope it's a matter of time until Neo4j will open up more features, but I think that'll take 1 or 2 years at least.



kant111 commented Jul 3, 2019

@nicorikken Thanks for the response! I am new to Neo4j and I like it. Any idea why all of a sudden Neo4j went closed source? and what is the point of going closed source now and opening up in the future? Answers to this will help us(our team) pick the right tech stack so please let me know



nicorikken commented Jul 3, 2019

@kant111 I don't know, but I assume it is a similar situation as other database projects like MongoDB and Redis. AWS started offering their project as a hosted service, not giving back improvements, and thereby stripping the project from a revenue-stream. Neo4j enterprise can be found in the AWS Marketplace, but in that case the revenue-stream flows

back to the Neo4j project.

This is also why I'm in favor of the AGPL licence: it prevents cloud providers keeping improvements for themselves and not giving back to the upstream project. And complying with AGPL in deployments is reasonable in most user contexts. This is better than the custom license Redis introduced, which doesn't even comply with the Open Source Initiative definition for Open Source software.



#### kant111 commented Jul 8, 2019 • edited

@nicorikken I am not sure if anyone in the community appreciates MongoDB's move! But I certainly think other projects were able to solve this problem better. A notable example would be https://www.confluent.io/blog/license-changes-confluent-platform

If the problem is about SaaS providers then the solution should be targeted towards that but not everyone else!

Now speaking of Neo4j I believe its a pretty good database. It just needs to offer Clustering and other features that can showcase scalability such that more people will be inclined to use it. And there is also a lot of competition in this space like Dgraph, Cayley, JanusGraph etc which are all Apache 2.0 License and claim they are 100X faster than Neo4j or whatever. This would make Neo4j a secondary choice over others which in my opinion shouldn't be the case because for FWIW, Neo4j 3,5 does a decent Job!

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Assignees
No one assigned
Labels
feature
Projects
None yet

Why neo4j clustering is not part of open source?  $\begin{array}{c} \cdot \text{ Issue \#12237} \cdot \text{neo4j/neo4j} \cdot \text{GitHub} \\ \text{Case 5:19-cv-06226-EJD} & \text{Document 93-1} \\ \end{array}$ Filed 12/11/20 Page 278 of 1198

Milestone

No milestone

Linked pull requests

Successfully merging a pull request may close this issue.

None yet

4 participants









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## The Graph Foundation

Open Graph Technology for Public Good

Menu



The word responsibility can be thought of in a simple way. If you have an *ability* what is your *response* to that ability? If there's a need and you're able to meet it, what is your response? Will you act and use your ability to improve the situation for the betterment of everyone? If keeping the best open source graph database on the market today fully open source and truly enabling "Graphs for Everyone" is a mission for you and/or your organization then keep reading through to the end. If you care but don't need to know all the details right now then skip down to the TL;DR.

We've been in the graph community for a while now (circa 2011) and we know a bit about the origins of the open source neo4j graph database. We've seen first-hand the powerful transformation that graph brings to organizations and its potential to enhance the way complex data is stored, processed and queried now and in the future. We know that the success of an open source database goes well beyond the commits made to the repository. Engineering is important, yes, and there is plenty of that needed when building a database, but it's not the only contributing factor to enabling a great open source database, especially in the emerging graph database space. There are many key roles including entrepreneurs to build supporting businesses and ecosystem products, early customer adopters, implementations that stress and push the technology to the edge, testing and reporting defects from usage, promotion, discussion and exposure at events, meetups and conferences, community support, training and skill building across the user base, a sharing of vision and community involvement and likely many more that we don't even see.

The open source neo4j graph database (hereafter the lowercase "neo4j") has thrived since 2011 because it has been fully open source. In the very early days it's difficult to get adoption of a new database technology, especially one that is closed source. Many organizations have open source initiatives, especially around databases, to avoid the lock-in and closed ecosystems that occur with relational databases from Oracle, SAP and Microsoft. The open stack initiative was born out the need to scale database technologies to achieve business solutions without facing unknown and often staggering licensing costs. The Open Source Initiative created momentum around the adoption of open source databases and neo4j has benefitted from this by being fully open source.

GFI 30(b)(6)
Brad Nussbaum **Ex 23**10/16/2020 D Myers

Unfortunately neo4j has always had a split licensing personality. In the early days, Emil (founder and CEO of Neo Technology, Inc.) faced challenges in how to commercialize neo4j and figure out what features were enterprise vs. community. In the end, the line was drawn to designate clustering, backups, restore, monitoring, metrics, security, constraints, scalable database format for big graphs, and enhance cypher as enterprise features while the core kernel, cypher and server capabilities would be designated as community. With the separate designations for enterprise and community came separate licenses AGPLv3 and GPLv3 respectively. Why Emil chose these licenses stems from the beginning when neo4j was mostly used as an embedded database and the less permissible enterprise AGPLv3 license would have required some projects embedding neo4j enterprise to be open source or get a commercial license (in the early days we worked on some of these embedded cases).

When server mode emerged in 1.8 (2012) and folks stopped embedding neo4j, the AGPLv3 open source license allowed usage of the standalone server without a commercial license. The introduction of server mode was essential and if the license had changed at that time to restrict enterprise features (such as clustering in server mode), it would have greatly impacted the adoption of still very immature database. Instead, what followed was the start of Neo Technology's split licensing personality. On the one hand, if you visited the Github neo4j open source project you would see an AGPLv3 license that allowed enterprise usage and at the major Graph Connect conference Neo Technology would promote these enterprise features and the open source contribution of them. On the other hand, sales and marketing would create confusion among commercial users that neo4j enterprise needed a license to avoid open sourcing their project code (which was only true for embedded use cases of which there are only a handful still to date).

It was only recently that Neo4j, Inc. came into existence. Before that it was Neo Technology, Inc. and the commercial license was so appropriately called the Neo Technology Commercial License (NTCL). This meant community and enterprise could be used as-is without warranty under GPLv3 and AGPLv3 respectively or exclusively enterprise supported under the NTCL. Any neo4j users had the freedom to checkout neo4j community and enterprise source under one GitHub repository, compile and run all the tests, see the open development of the project, report issues and build distributions of both community and enterprise under GPLv3 and AGPLv3 respectively. This was good for community as it showed a vibrant ecosystem where everyone understood that core freedoms were being promoted and Neo Technology was able to commercialize enterprise under NTCL for enterprise customers that needed support.

At some point in neo4j's growth and adoption, around year 2015, neo4j became a clearly viable database – this wasn't the case from 2011-2015 when it suffered heavily from failed deployments as the result of scalability and reliability issues for many now common use cases. With neo4j becoming increasingly popular and more commercial licenses in hand, Neo Technology accelerated commercialization efforts around neo4j enterprise which included an increase in marketing rhetoric that focused on commercial customers needing a license (NTCL) to use enterprise. At the same time, Neo Technology continued to promote the open source nature and contributions of the company. This dual position led to confusion in the community and frustrations among commercial neo4j users but ultimately allowed Neo Technology to grow its commercial customer base while appealing to open source communities giving it all the benefits of riding the open source wave.

It was between 2016-2018 that Neo Technology made the big changes. Unknown to the community they acquired trade marks on Neo4j and Cypher (both were commons usage until that point) and Neo Technology, Inc. changed its name to Neo4j, Inc. The build tooling that had allowed neo4j enterprise users to build enterprise distributions was removed from the open source repository. The enterprise license changed from AGPLv3 to AGPLv3 + Commons Clause and was applied to the then mainline 3.4 release and backported to patch releases for 3.2 and 3.3 to attempt a block at subsequent patch releases. And when Neo4j, Inc. realized that the additional Commons Clause didn't prevent usage of enterprise features, it made the ultimate decision to remove all enterprise modules including tools and tests from open source and declare publicly that Neo4j, Inc. is now an Open Core organization leaving neo4j community alone as open source.

So why does it matter so much that the enterprise features were taken closed? Well for any like-minded architects out there with open source initiatives we know that a database we choose needs to be open source so we can see it, build it, know there is a community engaged around it and good commercial support so that our organization has the option to reduce risk and improve business continuity as desired. We also know that any viable database needs to be performant (enhanced cypher runtime), vertical and horizonal scale (clustering, sharding, query parallelization), operational and administration ease (backups, restore, monitoring, metrics, logging), security to lock it down and constraints to ensure integrity. All of these are core features for a modern database to be in a modern data architecture. It was the enterprise features and the fact they were open that enabled neo4) to enter the modern architecture. The reason we say modern architecture is because it's not just an enterprise architecture. Any more these days, any initiative worth undertaking requires a scalable architecture. Any product or platform worth building demands an underlying scalable foundation and very often an open source architecture in addition. The remaining community features do not meet these needs and while enterprise features can still be access through Neo4j, Inc. they are propriety and do not meet open initiative requirements.

Organizations that adopt a proprietary enterprise should be aware of the specialized data format in enterprise today. The database format for building large graphs (bigger than 34 billion nodes/relationships) was designated as an enterprise feature and is required when using enterprise. When users move from community to enterprise there is a data format migration performed that is irreversible. This means that all enterprise users today, after they upgrade to 3.5 will be using a proprietary data format that will forever have them locked-in. Based on Neo4j, Inc.'s trajectory, this may be intentional so they can continue to move closer to their vision of becoming the Oracle of graph databases as they think of it.

We see a bigger vision for graph unfolding where there is going to be a much bigger need for scalability, performance and compute in a distributed manner as graphs begin to play a central role in machine learning, artificial intelligence and the new age definitions of both as they will be continue to be redefined to move beyond the definitions from the 60's. The way we see it, clustering, sharding, parallel cypher and big graph performance will be essential in this coming age and cannot be proprietary, closed source enterprise features. Every organization has a vested interest in this future mission and it's essential that the handling of this critical component is done in the open for everyone.

The only way for neo4j enterprise users and those community users needing enterprise features is to make a bold move to The Graph Foundation. We started Graph Foundation, Inc. (referred to as The Graph Foundation) in June 2018 when we noticed Neo4j's position beginning to change and the implications of this for the community and ecosystem. The Graph Foundation is a nonprofit with 501(c)(3) status and its goal is to take over neo4j enterprise development and continue forward under a model that closely resembles that of The Linux Foundation.

We see that one of the most important aspect about <code>neo4j</code> is that it's an open source native graph database. We call it native to separate from other graph layers built on RDBMS and NoSQL databases that use indexes or joins to form relationships while native graphs like <code>neo4j</code> store nodes and relationships as fast mapped pointers at a store level giving peak performance when traversing complex, densely connected data. In 2003, we were obsessed with learning about open source and the world that it had created. As a big users of Linux we learned of the efforts of the Free Software Foundation that gave us not only the freedoms we came to know and love but the tools to build and thrive without limitations. As a throwback to those early days and our beginnings on GNU (remember GNU's Not Unix), we decided on the name ONgDB (oh-n-gee-db) which stands for Open Native Graph DB but also ONgDB's Neo4j Graph DB. We just couldn't resist the double meaning and the shout out to those that have come before us in pioneering the Free Open Source Software movement.

In order to move ONgDB forward in a significant way, we're going to need a lot of help. If keeping the best graph database on the market today open source and truly enabling "Graphs for Everyone" is a mission for you and/or your organization, there are a few things you can do to be an activist in this mission and help the cause.

First, help spread the word and make every individual and organization aware of what's happening. Don't let the conversation end at a press release from Neo4j, Inc. This is bigger than that and Neo4j does not represent the collective voice of the graph community now or those that will need an open community and its solutions in the future. The fate of many is incorrectly in the hands of a few that do not seek interests in the best alignment for the future in store for us all.

Second, if you have the skill, ability or just sheer passion for learning and working with a foundation of inspiring individuals ready to teach and help you grow, this is one of the greatest technology initiative of your time to be part of in ushering in a change for the ages. We are going to take graph to the next level and you will be part of this historical movement.

Third, if you have open initiatives for data architecture at your organization then you need to cut your licenses from Neo4j, Inc. Don't invest monetarily in a proprietary future. If you need commercial support beyond the community, and many organizations will, The Graph Foundation has commercial sponsors working and contributing to the open source initiative and you should contact us for those commercial sponsors that will work with you to give you the support, liability and warranty you need to succeed. Many of the engineers working on ONgDB alongside foundation engineers are coming from commercial sponsors that are donating time and resource to move the mission forward. Sponsors such as GraphGrid,

the top contributor to date have the most talented pool of engineers and commercial momentum to give enterprise customers the best choice for commercial support.

Lastly, The Graph Foundation does have operating costs and is being donated to heavily by sponsors like GraphGrid. In order for the foundation to move forward we need to have more capacity within the foundation to continue on development and road mapping. Our desire is to have many commercial entities influencing the future decisions of The Graph Foundation. The Graph Foundation is a 501(c)(3) which has nonprofit status from the IRS so any donations are tax deductible by any enterprise that makes a donation. Corporate sponsorship will help ensure The Graph Foundation thrives and has the backing to correctly move the broader graph vision forward in a way that serves those most invested in the future of graph.

We see the future ahead; it's connected and built on graph. We want to connect with you, right now to ensure that this future remains free and open to all. To this end we will not stop to until we have brought to fruition this vision which stands before us all. Will you join this mission?

TL;DR

Neo4j, Inc. made key performance, scalability and security features proprietary as of 3.5

We must protect the freedoms of neo4j enterprise users by keeping enterprise open source to ensure a vibrant future for everyone, not the few

Under current enterprise designations, the biggest gains in big graphs to power AI/ML/DeepGL, distributed/parallel Cypher and large clusters with sharding will be Neo4j Enterprise Edition features and require lock-in to a proprietary database

The Graph Foundation, a nonprofit 501(c)(3), is taking over enterprise open source development and with the help of sponsors and the community will push forward a vision of graph that will be for everyone

The Graph Foundation needs help! Consider sponsoring and getting commercial support from approved commercial sponsors to ensure enterprise development continues forward



**Brad Nussbaum** 

Tags: FOSS, Neo4j, ONgDB

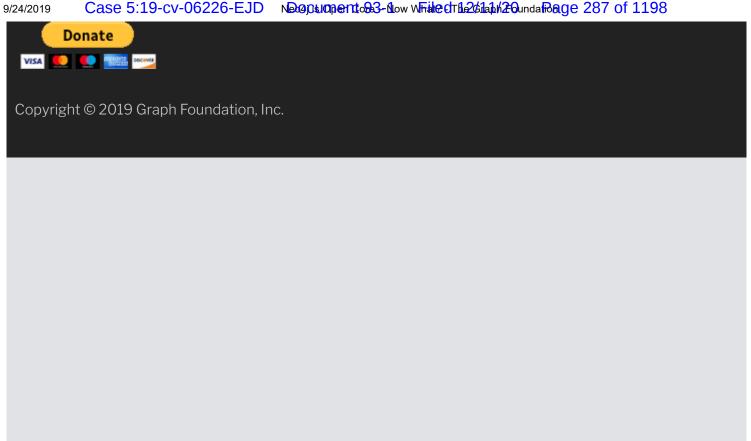
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8	liability company, IGOV INC., a Virginia	
9	corporation, and JOHN MARK SUHY	
10	UNITED STA	TES DISTRICT COURT
11	NORTHERN DIS	STRICT OF CALIFORNIA
12	NEO4J, INC., a Delaware corporation,	CASE NO. 5:18-cv-07182-EJD
13	Plaintiff,	DEFENDANT IGOV INC.'S AMENDED
14	V.	RESPONSE TO NEO4J SWEDEN AB'S SECOND SET OF INTERROGATORIES
15	PURETHINK LLC, a Delaware limited	TO IGOV INC.
16	liability company, IGOV INC., a Virginia corporation, and JOHN MARK SUHY, an	
17	individual,	
18	Defendants.	
19	AND RELATED COUNTERCLAIM.	
20		
21		
22	PROPOUNDING PARTY: Plaint	iff and Counter-Defendant NEO4J SWEDEN AB.
23	RESPONDING PARTY: Defend	dant and Counter-Claimant IGOV INC.
24	DISCOVERY: Respo	nse to Interrogatories
25	SET NO.: One	
26	DEFENDANT IGOV INC. responds	to Plaintiff and Counter-Defendant NEO4J
27	SWEDEN AB's Second set of Interrogatoric	es as follows:
28		
	ICOV INC (C AMENDED DESDONSE TO NEO 4)	SWEDEN AB'S FIRST SET OF INTERROGATORIES
	100 v Inc. S AMENDED RESPONSE TO NEO4J	SWEDEN AD STIKST SET OF INTERROUATORIES

## **OBJECTIONS TO DEFINITIONS**

- 1. Responding party objects to the definition of "YOU," or "YOUR" as they are overbroad. Defendant and Counter-Claimant John Mark Suhy will provide information in his custody and control and without distinguishing between which party may or may not have specific information regarding the responses.
- 2. Responding parties object to the definition "IDENTIFY" and "IDENTITY" as it is overbroad and overly burdensome, and plaintiffs may review the same documents and information to derive the information. Responding parties will meet and confer over specific requests if required.

#### **RESPONSE TO INTERROGATORIES**

#### **INTERROGATORY NO. 1:**

Describe in detail each feature, function, and/or capability in which YOU contend ONgDB software differs from NEO4J SOFTWARE, including but not limited to any source code implementing that capability and corresponding reference within Graph Foundation's repositories for ONgDB (i.e. GitHub, Docker), and IDENTIFY all DOCUMENTS that evidence each such feature, function, and/or capability.

#### **Response:**

This request asks respondent to review third party open source software from ONgDB with Neo4J, Inc. software, which respondent does not have, and detail every feature, function and/or capability it contends is different. Propounding Party can do this themselves such that the interrogatory is improper. "They have within their own knowledge all the information from which to draw the same conclusions, comparisons, contentions, and opinions they ask the plaintiffs to draw concerning the relationship of the prior structure with the claims in suit." *Besly-Welles Corp. v. Balax, Inc.* (E.D. Wis. 1968) 43 F.R.D. 368, 373 Responding Party objects this request is overly broad, harassing, oppressive and burdensome as it requests a source code level review and comparison of "NEO4J SOFTWARE" which is defined very broadly as "Plaintiff's software, namely

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NEO4J® Community Edition, NEO4J® Enterprise Edition and their pre-releases, betas, source code files, readme files, license files, APIs, and other files that constitute the software" without reference to a particular version and which is not available to Responding Party, to a third parties ONgDB software, without reference to version. This would require Responding Party to have access to all version of plaintiff Neo4J, Inc.'s versions of Neo4J software in source, which it does not have, and would represent a massive undertaking and software engineering effort which would take several months, and represents a burdensome request on Responding Party who is a one person company and cannot undertake this detailed investigation on a reasonable basis. As Propounding Party most likely has access to Neo4J Inc.'s source code of that software and can get OMgDB as it is publicly available, Propounding Party has the ability to make this determination.

Responding Party objects to this request as it is compound. Responding Party objects that the electronically stored "NEO4J SOFTWARE" is not reasonably accessible to Responding Party. Responding Party objects to this request as it is not relevant to Propounding Party's claims or defenses in this litigation nor likely to lead to discovery of admissible evidence. It appears Propounding Party is attempting to use discovery that is limited to 25 questions FRCP Rule 33 (a)(1) to ask questions for another party which should not be allowed. Defendants are three parties with one person. Plaintiffs are trying to extend the 25 interrogatory limit by asking Mr. Suhy to answer questions from 2 plaintiffs through three defendants which could be a total of 150 interrogatories which certainly is not the import of the limitations on discovery.

Responding party objects to the instructions for this request as the instructions exceed what is required under the federal rules. Responding party objects to the definition of "YOU," or "YOUR" as vague and overbroad, and responds to this request as the Responding Party only.

Subject to and without waiver of the foregoing objections, Responding Party responds as follows:

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**Facts** 

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Mr Suhy is an open source committer to the ONgDB project who has made substantial contributions to it. However, this question should be aimed at the GraphFoundation. Furthermore, in order to respond to this interrogatory Mr. Suhy will need full access to the current Neo4j Enterprise source code for each version that should be compared. As ONgDB extends Neo4j's core code from github, it has at least everything Neo4j core has. To identify documents and Pursuant to Rule 33(d), the answer to this interrogatory may be determined by examining, auditing, compiling, abstracting, or summarizing business records and the burden to Propounding party is at least substantially the same to that of Responding Party. Responding party identifies the records as: "NEO4J SOFTWARE" as defined by, and in the possession and control of Propounding Party; and "ONgDB software" in the possession and control of a party in a related action, Graph Foundation, as made publicly accessible by them.

To meet and confer, without waiver of the foregoing, Responding Party provides a general comparison of features as follows:

ONgDB is a superset of Neo4j core for each released version.

- 20 Neo4j Enterprise Commercial packages released by Neo4j Inc are a superset of Neo4j core.
  - This means that both ONgDB and Neo4j Enterprise are supersets of Neo4j core. I.E. they both contain all the features of Neo4j core and add additional features beyond core.
  - Unit and Integration tests that ensure the quality and functionality of the software are built into the project. All these tests must pass in order to package a distribution of the software. For example – there are 10s of thousands of tests built into Neo4j core.
  - ONgDB is continuously synced with Neo4j's github repositories on a regular basis.
  - The versioning of Neo4j software uses the Semantic Versioning approach to versioning software.
  - Given a version number MAJOR.MINOR.PATCH, increment the:

1 MAJOR version when you make incompatible API changes,

MINOR version when you add functionality in a backwards compatible manner, and

PATCH version when you make backwards compatible bug fixes.

## **Comparison:**

Because both ONgDB and Neo4j Enterprise are both supersets of Neo4j Core (also called Neo4j Community Edition), that means that all the standard features that make up Neo4j Core are the same for both distributions.

The enterprise features are found under the enterprise folder in the project. Without having access to neo4j enterprise source code, we can only give a high level comparison of known features:

**Enterprise Feature** ONgDB 3.5.x Neo4j EE 3.5.x Causal Clustering X X Akka Based Clustering X Implementation Backup X X Enterprise Cypher X X X X Metrics Query-logging X X X X Security Enterprise Management X X Kerberos Plugin X

Enterprise Feature	ONgDB 3.6.x	Neo4j EE 3.5.x
Causal Clustering	X	X
Akka Based Clustering		X
Implementation		
Backup	X	X
Enterprise Cypher	X	X
Metrics	X	X
Query-logging	X	X
Security	X	X
Enterprise Management	X	X
Kerberos Plugin		X

- 5 -

IGOV INC.'S AMENDED RESPONSE TO NEO4J SWEDEN AB'S FIRST SET OF INTERROGATORIES

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Cusc S.IS CV OUZZU ESD	Document 33 I		1 446 237 01 1130

Ш			
I	Single Property Sort on	X	
	Multi-Property Sorted Node		
	Result Count on Full-text	X	
	Indexes		
	Full-text search for numeric	X	
	properties		

<b>Enterprise Feature</b>	ONgDB 3.6.x	Neo4j EE 4.1.x
Causal Clustering	X	X
Akka Based Clustering		X
Implementation		
Backup	X	X
Enterprise Cypher	X	X
Metrics	X	X
Query-logging	X	X
Security	X	X
Enterprise Management	X	X
Kerberos Plugin		X
Multi-database		X
Cypher Parallel Runtime		X
Cypher Pipelined Runtime		X
Fabric		X
Single Property Sort on	X	
Multi-Property Sorted Node		
Result Count on Full-text	X	
Indexes		
Full-text search for numeric	X	
properties		
schema-based security model		X
Reactive Architecture		X

## **INTERROGATORY NO. 2:**

IDENTIFY and describe in detail the NEO4J SOFTWARE source code, function and/or feature which has been incorporated into ONgDB software that YOU contend Neo4j Sweden AB improperly released subject to the GNU Affero General Public License version 3 ("AGPLv3") with the Commons Clause that had not been previously released under either the AGPLv3 or GNU General Public License version 3 ("GPLv3"), and IDENTIFY all DOCUMENTS that

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evidence such source code, function and/or feature.

**Response:** 

This request asks respondent to review third party open source software from ONgDB with Neo4J, Sweden's open source software in different versions and detail every feature, function and/or capability it contends is different. Propounding Party can do this themselves such that the interrogatory is improper. "They have within their own knowledge all the information from which to draw the same conclusions, comparisons, contentions, and opinions they ask the plaintiffs to draw concerning the relationship of the prior structure with the claims in suit." Besly-Welles Corp. v. Balax, Inc. (E.D. Wis. 1968) 43 F.R.D. 368, 373. Responding Party objects this request as compound, is overly broad, harassing, oppressive and burdensome as it requests a source code level review and comparison of open source versions NEO4J software to ONgDB software, which is also available to Propounding Party as open source software, without reference to version. This would represent a massive undertaking and software engineering effort by Responding Party who is a one-person company which could not be reasonably done. Responding Party objects to this request as it is not relevant to Neo4J Sweden's claims or defenses nor likely to lead to discovery of admissible evidence. Responding party objects to the instructions for this request as the instructions exceed what is required under the federal rules. Responding party objects to the definition of "YOU," or "YOUR" as vague and overbroad, and responds to this request as the Responding Party only. Subject to and without waiver of the foregoing objections, Responding Party responds as follows: To identify documents and Pursuant to Rule 33(d), the answer to this interrogatory may be

To identify documents and Pursuant to Rule 33(d), the answer to this interrogatory may be determined by examining, auditing, compiling, abstracting, or summarizing business records and the burden to Propounding Party is at least substantially the same to that of Responding Party. Responding party identifies the records as: NEO4J Sweden's open source software it has loaded to the Github repository and in the possession and control of Propounding Party, including under the packaging and enterprise directories of the Neo4j

1	repository located at https://github.com/neo4j/neo4j; and "ONgDB software" in the
2	possession and control of a party in a related action, Graph Foundation, as made publicly
3	accessible by them.
4	To meet and confer, without waiver of the foregoing, Responding Party provides as
5	follows:
6	The following files were released improperly having not had a previous release under
7	AGPLv3 only:
8	enterprise/backup/src/main/java/org/neo4j/backup/impl/BackupPageCacheContainer.java enterprise/backup/src/main/java/org/neo4j/backup/impl/BackupProtocolServiceFactory.java
9	enterprise/backup/src/test/java/org/neo4j/backup/OnlineBackupExtensionFactoryTest.java
10	enterprise/backup/src/test/java/org/neo4j/backup/impl/BackupPageCacheContainerTest.java
10	enterprise/backup/src/test/java/org/neo4j/backup/impl/BackupProtocolServiceFactoryTest.java
11	enterprise/backup/src/test/java/org/neo4j/backup/impl/BackupProtocolServiceTest.java
-	enterprise/causal-
12	clustering/src/main/java/org/neo4j/causalclustering/core/BoundedPriorityQueue.java
	enterprise/causal-clustering/src/main/java/org/neo4j/causalclustering/core/DiscoveryType.java
13	enterprise/causal-
14	clustering/src/main/java/org/neo4j/causalclustering/core/consensus/protocol/v2/RaftProtocolClientIn stallerV2.java
15	enterprise/causal-
	clustering/src/main/java/org/neo4j/causalclustering/core/consensus/protocol/v2/RaftProtocolServerI
16	nstallerV2.java
17	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/core/replication/LeaderProvider.java
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18	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/core/state/machines/tx/ByteArrayReplicatedTran
19	saction.java
20	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/core/state/machines/tx/ChunkedTransaction.jav a
21	enterprise/causal-
22	clustering/src/main/java/org/neo4j/causalclustering/core/state/machines/tx/TransactionRepresentationExtractor.java
22	enterprise/causal-
23	clustering/src/main/java/org/neo4j/causalclustering/core/state/machines/tx/TransactionRepresentati
24	onReplicatedTransaction.java
25	enterprise/causal-clustering/src/main/java/org/neo4j/causalclustering/diagnostics/CoreMonitor.java
25	enterprise/causal-
26	clustering/src/main/java/org/neo4j/causalclustering/discovery/AbstractCoreTopologyService.java
27	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/discovery/DiscoveryServiceFactorySelector.java
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1	enterprise/causal-
	clustering/src/main/java/org/neo4j/causalclustering/discovery/EnterpriseDiscoveryServiceFactorySele
2	ctor.java
3	enterprise/causal-
	clustering/src/main/java/org/neo4j/causalclustering/discovery/InitialDiscoveryMembersResolver.java
4	enterprise/causal-
_	clustering/src/main/java/org/neo4j/causalclustering/discovery/KubernetesResolver.java
5	enterprise/causal-
6	clustering/src/main/java/org/neo4j/causalclustering/discovery/RemoteMembersResolver.java
	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/discovery/RetryingHostnameResolver.java
7	
0	enterprise/causal-clustering/src/main/java/org/neo4j/causalclustering/discovery/SecurePassword.java enterprise/causal-
8	clustering/src/main/java/org/neo4j/causalclustering/discovery/kubernetes/KubernetesType.java
9	enterprise/causal-
	clustering/src/main/java/org/neo4j/causalclustering/discovery/kubernetes/ObjectMetadata.java
10	enterprise/causal-
11	clustering/src/main/java/org/neo4j/causalclustering/discovery/kubernetes/ServiceList.java
11	enterprise/causal-
12	clustering/src/main/java/org/neo4j/causalclustering/discovery/kubernetes/Status.java
	enterprise/causal-clustering/src/main/java/org/neo4j/causalclustering/helper/Limiters.java
13	enterprise/causal-
14	clustering/src/main/java/org/neo4j/causalclustering/messaging/ChunkingNetworkChannel.java
1.	enterprise/causal-
15	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/ByteArrayChunkedEncod
16	er.java enterprise/causal-
16	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/ChunkedReplicatedConte
17	nt.java
	enterprise/causal-
18	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/Codec.java
19	enterprise/causal-
1	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/ContentBuilder.java
20	enterprise/causal-
21	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/CoreReplicatedContentM
21	arshal.java
22	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/InputStreamReadableCha
	nnel.java
23	enterprise/causal-
24	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/Marshal.java
<del></del>	enterprise/causal-
25	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/MaxTotalSize.java
2.	enterprise/causal-
26	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/OutputStreamWritableCh
27	annel.java
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1	enterprise/causal-
2	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/ReplicatedContentHandle r.java
3	enterprise/causal-clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/ContentType.java
4	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/decoding/ContentTyp
5	eDispatcher.java
6	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/decoding/DecodingDi spatcher.java
7	enterprise/causal-
8	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/decoding/RaftLogEntr yTermsDecoder.java
9	enterprise/causal-
10	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/decoding/RaftMessag eComposer.java
11 12	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/decoding/RaftMessag eDecoder.java
12	enterprise/causal-
13	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/decoding/ReplicatedC ontentChunkDecoder.java
14	enterprise/causal-
15	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/decoding/ReplicatedC ontentDecoder.java
<ul><li>16</li><li>17</li></ul>	enterprise/causal-clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/encoding/ContentTypeEncoder.java
18	enterprise/causal- clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/encoding/RaftLogEntr yTermsSerializer.java
19	enterprise/causal-
20	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/encoding/RaftMessag eContentEncoder.java
21	enterprise/causal-
22	clustering/src/main/java/org/neo4j/causalclustering/messaging/marshalling/v2/encoding/RaftMessag eEncoder.java
23	enterprise/causal- clustering/src/test/java/org/neo4j/causalclustering/core/BoundedPriorityQueueTest.java
24	enterprise/causal- clustering/src/test/java/org/neo4j/causalclustering/core/replication/LeaderProviderTest.java
<ul><li>25</li><li>26</li></ul>	enterprise/causal- clustering/src/test/java/org/neo4j/causalclustering/core/state/machines/tx/TransactionRepresentatio nReplicatedTransactionTest.java
27	enterprise/causal-
<i>- '</i>	clustering/src/test/java/org/neo4j/causalclustering/diagnostics/CoreMonitorTest.java
28	enterprise/causal-clustering/src/test/java/org/neo4j/causalclustering/discovery/EnterpriseCluster.java

1	enterprise/causal-
2	clustering/src/test/java/org/neo4j/causalclustering/discovery/InitialDiscoveryMembersResolverTest.ja va
3	enterprise/causal-clustering/src/test/java/org/neo4j/causalclustering/helper/LimitersTest.java
	enterprise/causal-clustering/src/test/java/org/neo4j/causalclustering/helpers/Buffers.java
4	enterprise/causal-
5	clustering/src/test/java/org/neo4j/causalclustering/identity/ClusterIdMarshalTest.java
6	enterprise/causal- clustering/src/test/java/org/neo4j/causalclustering/messaging/ChunkingNetworkChannelTest.java
	enterprise/causal-
7	clustering/src/test/java/org/neo4j/causalclustering/messaging/marshalling/ByteArrayChunkedEncode rTest.java
8	enterprise/causal-
9	clustering/src/test/java/org/neo4j/causalclustering/messaging/marshalling/ByteBufChunkHandlerTest .java
10	enterprise/causal-
	clustering/src/test/java/org/neo4j/causalclustering/messaging/marshalling/ChunkedReplicatedConten tTest.java
11	enterprise/causal-
12	clustering/src/test/java/org/neo4j/causalclustering/messaging/marshalling/v2/CoreReplicatedContent
13	MarshallingTest.java
13	enterprise/causal-
14	clustering/src/test/java/org/neo4j/causalclustering/messaging/marshalling/v2/RaftMessageEncoderD ecoderTest.java
15	enterprise/causal-
	clustering/src/test/java/org/neo4j/causalclustering/messaging/marshalling/v2/decoding/ClusterIdAwa
16	reMessageComposerTest.java
17	enterprise/causal- clustering/src/test/java/org/neo4j/causalclustering/scenarios/EnterpriseClusterIpFamilyIT.java
1	enterprise/causal-
18	clustering/src/test/java/org/neo4j/causalclustering/scenarios/EnterpriseClusterOverviewIT.java
19	enterprise/causal-
17	clustering/src/test/java/org/neo4j/causalclustering/scenarios/EnterpriseDiscoveryServiceType.java
20	enterprise/causal-
21	clustering/src/test/java/org/neo4j/causalclustering/scenarios/EnterpriseMultiClusterRoutingIT.java
21	enterprise/causal- clustering/src/test/java/org/neo4j/causalclustering/scenarios/EnterpriseMultiClusteringIT.java
22	enterprise/causal-
	clustering/src/test/java/org/neo4j/causalclustering/scenarios/HazelcastCoreTopologyServiceIT.java
23	enterprise/cypher/acceptance-spec-suite/src/test/resources/blacklists/compatibility-34.txt
24	enterprise/cypher/acceptance-spec-suite/src/test/resources/blacklists/cost-morsel.txt
-	enterprise/cypher/acceptance-spec-
25	suite/src/test/scala/cypher/features/CostMorselAcceptanceTests.scala
26	enterprise/cypher/acceptance-spec-
	suite/src/test/scala/org/neo4j/internal/cypher/acceptance/IndexWithProvidedOrderAcceptanceTest.s cala
27	enterprise/cypher/acceptance-spec-
28	suite/src/test/scala/org/neo4j/internal/cypher/acceptance/IndexWithValuesAcceptanceTest.scala
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l	100 vino. S AMENDED RESIGNSE TO NEO43 SWEDEN AD STRST SET OF INTERROGATORIES

1	enterprise/cypher/acceptance-spec-
2	suite/src/test/scala/org/neo4j/internal/cypher/acceptance/ListExpressionAcceptanceTest.scala enterprise/cypher/acceptance-spec-
3	suite/src/test/scala/org/neo4j/internal/cypher/acceptance/MorselRuntimeAcceptanceTest.scala
	enterprise/cypher/acceptance-spec-
4	suite/src/test/scala/org/neo4j/internal/cypher/acceptance/NullListAcceptanceTest.scala enterprise/cypher/acceptance-spec-
5	suite/src/test/scala/org/neo4j/internal/cypher/acceptance/OrderAcceptanceTest.scala
6	enterprise/cypher/acceptance-spec-suite/src/test/scala/org/neo4j/internal/cypher/acceptance/PlannerRobustnessAcceptanceTest.scala
7	enterprise/cypher/acceptance-spec-suite/src/test/scala/org/neo4j/internal/cypher/acceptance/ResourceTracking.scala
8	enterprise/cypher/acceptance-spec-
9	suite/src/test/scala/org/neo4j/internal/cypher/acceptance/UnsupportedFeaturesAcceptanceTest.scal a
10	enterprise/cypher/compatibility-spec-suite/src/test/resources/blacklists/cost-morsel.txt
	enterprise/cypher/compatibility-spec- suite/src/test/scala/cypher/features/CostSlottedWithCompiledExpressionsTCKTests.scala
11	enterprise/cypher/compiled-
12	expressions/src/main/java/org/neo4j/cypher/internal/runtime/compiled/expressions/CompiledHelper s.java
13	enterprise/cypher/compiled-
14	expressions/src/main/java/org/neo4j/cypher/internal/runtime/compiled/expressions/CompiledProjec tion.java
15 16	enterprise/cypher/compiled- expressions/src/main/scala/org/neo4j/cypher/internal/runtime/compiled/expressions/CodeGeneration.scala
17	enterprise/cypher/compiled- expressions/src/main/scala/org/neo4j/cypher/internal/runtime/compiled/expressions/IntermediateC odeGeneration.scala
18	enterprise/cypher/compiled-
19	expressions/src/main/scala/org/neo4j/cypher/internal/runtime/compiled/expressions/IntermediateR epresentation.scala
20	enterprise/cypher/compiled- expressions/src/test/scala/org/neo4j/cypher/internal/runtime/compiled/expressions/CodeGeneration
21	DbAccessTest.scala enterprise/cypher/compiled-
22	expressions/src/test/scala/org/neo4j/cypher/internal/runtime/compiled/expressions/CodeGeneration Test.scala
23	enterprise/cypher/cypher/src/main/scala/org/neo4j/cypher/internal/CompiledRuntime.scala
24	enterprise/cypher/cypher/src/main/scala/org/neo4j/cypher/internal/EnterpriseCompilerFactory.scala
	enterprise/cypher/cypher/src/main/scala/org/neo4j/cypher/internal/EnterpriseRuntimeFactory.scala
25	enterprise/cypher/src/main/scala/org/neo4j/cypher/internal/MorselRuntime.scala
26	enterprise/cypher/cypher/src/main/scala/org/neo4j/cypher/internal/SlottedRuntime.scala enterprise/cypher/cypher/src/main/scala/org/neo4j/cypher/internal/runtime/compiled/CompiledExe
27	cutionResult.scala
28	enterprise/cypher/cypher/src/main/scala/org/neo4j/cypher/internal/runtime/compiled/RunnablePlan .scala

1	enterprise/cypher/cypher/src/main/scala/org/neo4j/cypher/internal/runtime/compiled/codegen/ir/expressions/Pow.scala
2	enterprise/cypher/cypher/src/main/scala/org/neo4j/cypher/internal/runtime/compiled/projectIndexP
3	roperties.scala enterprise/cypher/cypher/src/test/java/org/neo4j/cypher/internal/javacompat/ExpressionEngineConf
4	igurationTest.java
5	enterprise/cypher/cypher/src/test/java/org/neo4j/cypher/internal/javacompat/MorselRuntimeStressl T.java
6	enterprise/cypher/cypher/src/test/scala/org/neo4j/cypher/internal/runtime/compiled/projectIndexPr opertiesTest.scala
7	enterprise/cypher/morsel- runtime/src/main/scala/org/neo4j/cypher/internal/runtime/parallel/CsvStdOutDataWriter.scala
8	enterprise/cypher/morsel-
	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/parallel/DataPoint.scala
9	enterprise/cypher/morsel-
10	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/parallel/DataPointSchedulerTracer.scala enterprise/cypher/morsel-
	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/parallel/Scheduler.scala
11	enterprise/cypher/morsel-
12	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/parallel/SchedulerTracer.scala
	enterprise/cypher/morsel-
13	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/parallel/SimpleScheduler.scala
14	enterprise/cypher/morsel- runtime/src/main/scala/org/neo4j/cypher/internal/runtime/parallel/SingleThreadScheduler.scala
1.5	enterprise/cypher/morsel-
15	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/parallel/ThreadSafeDataWriter.scala
16	enterprise/cypher/morsel-
17	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/vectorized/Dispatcher.scala
17	enterprise/cypher/morsel- runtime/src/main/scala/org/neo4j/cypher/internal/runtime/vectorized/Pipeline.scala
18	enterprise/cypher/morsel-
	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/vectorized/StreamingOperator.scala
19	enterprise/cypher/morsel-
20	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/MorselSorting.scala
	enterprise/cypher/morsel-
21	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/NodeIndexContains
22	ScanOperator.scala enterprise/cypher/morsel-
	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/NodeIndexOperato
23	r.scala
24	enterprise/cypher/morsel-
	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/NodeIndexScanOpe
25	rator.scala
26	enterprise/cypher/morsel- runtime/src/test/scala/org/neo4j/cypher/internal/runtime/parallel/SchedulerTest.scala
	enterprise/cypher/morsel-
27	runtime/src/test/scala/org/neo4j/cypher/internal/runtime/parallel/ThreadSafeDataWriterTest.scala
28	

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1 2	enterprise/cypher/morsel-runtime/src/test/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/AllNodeScanOperatorTest.scala
3 4	enterprise/cypher/morsel- runtime/src/test/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/ArgumentOperatorT est.scala
5	enterprise/cypher/morsel-runtime/src/test/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/NodeIndexContainsS
6	canOperatorTest.scala enterprise/cypher/morsel-
7	runtime/src/test/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/NodeIndexScanOper atorTest.scala
8	enterprise/cypher/morsel- runtime/src/test/scala/org/neo4j/cypher/internal/runtime/vectorized/operators/NodeIndexSeekOper atorTest.scala
10 11	enterprise/cypher/physical- planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/PhysicalPlanningAttri butes.scala
12	enterprise/cypher/physical- planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/SlottedIndexedPrope rty.scala
13 14	enterprise/cypher/physical- planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/GetDegreePrimitive.scala
15	enterprise/cypher/physical- planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/ldFromSlot.scala
16 17	enterprise/cypher/physical- planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/IsPrimitiveNull.sc ala
18	enterprise/cypher/physical-planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/NodeFromSlot.scala
19 20	enterprise/cypher/physical- planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/NodeProperty.sc ala
21 22	enterprise/cypher/physical-planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/PrimitiveEquals.scala
23	enterprise/cypher/physical- planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/ReferenceFromSl
24	ot.scala enterprise/cypher/physical- planning/srs/main/ssala/org/nag4i/cyphor/internal/samnatibility/y2 E/runtime/ast/PolationsbinErom
25	planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/RelationshipFrom Slot.scala
<ul><li>26</li><li>27</li></ul>	enterprise/cypher/physical- planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/RuntimeExpressi on.scala
28	

1 2	enterprise/cypher/physical-planning/src/main/scala/org/neo4j/cypher/internal/compatibility/v3_5/runtime/ast/RuntimeVariable.
	scala
3	enterprise/cypher/slotted- runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/expressions/CompiledExpression
4	Converter.scala enterprise/cypher/slotted-
5	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/expressions/SlottedCachedNodeProperty.scala
6	enterprise/cypher/slotted-
7	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/expressions/SlottedCommandPro jection.scala
8	enterprise/cypher/slotted-runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/CreateSlottedPipe.scala
9	enterprise/cypher/slotted-
10	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/DistinctSlottedPrimitivePip e.scala
11 12	enterprise/cypher/slotted- runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/DistinctSlottedSinglePrimitivePipe.scala
12	enterprise/cypher/slotted-
13	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/EagerAggregationSlottedPrimitivePipe.scala
14	enterprise/cypher/slotted-
15	runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/IndexSlottedPipeWithValue s.scala
16 17	enterprise/cypher/slotted- runtime/src/main/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/NodeHashJoinSlottedPrimit ivePipe.scala
1/	enterprise/cypher/slotted-
18	runtime/src/test/scala/org/neo4j/cypher/internal/runtime/slotted/expressions/CompiledExpressionConverterTest.scala
19	enterprise/cypher/slotted-
20	runtime/src/test/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/EagerAggregationSlottedPip eTest.scala
21	enterprise/cypher/slotted-
22	runtime/src/test/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/EagerAggregationSlottedPri mitivePipeTest.scala
23	enterprise/cypher/slotted- runtime/src/test/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/NodeHashJoinSlottedPrimiti
24	vePipeTest.scala enterprise/cypher/slotted-
25	runtime/src/test/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/NodeIndexScanSlottedPipeTest.scala
26	enterprise/cypher/slotted-
27	runtime/src/test/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/NodeIndexSeekSlottedPipeT est.scala
28	

1	enterprise/cypher/slotted-
2	runtime/src/test/scala/org/neo4j/cypher/internal/runtime/slotted/pipes/SlottedPipeTestHelper.scala
_	enterprise/kernel/src/main/java/org/neo4j/kernel/enterprise/api/security/provider/EnterpriseNoAuth
3	SecurityProvider.java enterprise/kernel/src/main/java/org/neo4j/kernel/enterprise/builtinprocs/ConnectionTerminationFail
4	edResult.java
+	enterprise/kernel/src/main/java/org/neo4j/kernel/enterprise/builtinprocs/ConnectionTerminationRes
5	ult.java
_	enterprise/kernel/src/main/java/org/neo4j/kernel/enterprise/builtinprocs/ListConnectionResult.java
6	enterprise/kernel/src/main/java/org/neo4j/kernel/impl/net/DefaultNetworkConnectionTracker.java
7	enterprise/kernel/src/main/java/org/neo4j/kernel/impl/pagecache/monitor/PageCacheWarmerLoggin
	gMonitor.java
8	enterprise/kernel/src/main/resources/META-
9	INF/services/org.neo4j.kernel.impl.constraints.ConstraintSemantics
9	enterprise/kernel/src/test/java/org/neo4j/kernel/impl/enterprise/BatchInserterEnterpriseConstraintIT
10	.java
	enterprise/kernel/src/test/java/org/neo4j/kernel/impl/net/DefaultNetworkConnectionTrackerTest.jav
11	a enterprise/metrics/src/main/java/org/neo4j/metrics/output/PrometheusHttpServer.java
12	
12	enterprise/metrics/src/test/java/org/neo4j/metrics/source/Neo4jMetricsBuilderTest.java enterprise/neo4j-harness-
13	enterprise/fred4j-framess- enterprise/src/test/java/org/neo4j/harness/PortAuthorityPortPickingStrategy.java
1.4	enterprise/server-enterprise/src/main/java/org/neo4j/server/database/EnterpriseGraphFactory.java
14	enterprise/server-enterprise/src/main/java/org/neo4j/server/rest/EnterpriseDiscoverableURIs.java
15	enterprise/server-
	enterprise/src/main/java/org/neo4j/server/rest/causalclustering/ClusterStatusResponse.java
16	enterprise/server-
17	enterprise/src/test/java/org/neo4j/server/enterprise/OpenEnterpriseNeoServerTest.java
1 /	enterprise/server-enterprise/src/test/java/org/neo4j/server/rest/EnterpriseDiscoverableURIsTest.java
18	enterprise/server-
	enterprise/src/test/java/org/neo4j/server/rest/causalclustering/FakeTopologyService.java
19	enterprise/server-
20	enterprise/src/test/java/org/neo4j/server/rest/causalclustering/FakeTransactionIdStore.java
	tools/src/main/java/org/neo4j/tools/dbstructure/DbStructureTool.java
21	tools/src/main/java/org/neo4j/tools/dump/inconsistency/Inconsistencies.java
	tools/src/main/java/org/neo4j/tools/dump/inconsistency/ReportInconsistencies.java
22	tools/src/test/java/org/neo4j/kernel/impl/util/dbstructure/GraphDbStructureGuideTest.java
23	tools/src/test/java/org/neo4j/tools/org/neo4j/index/GBPTreePlayground.java
	tools/src/test/resources/neostore
24	

# **INTERROGATORY NO. 3:**

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Describe in detail each feature, function, and/or capability in which YOU contend makes ONgDB software to make it a drop in replacement for an existing commercial licensed Neo4j®

Enterprise Edition distribution of the same version number.

## **Response:**

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Responding Party objects this request is harassing, oppressive and burdensome.

Responding Party objects to this request as it is compound. Responding Party objects to this request as it is not relevant to Neo4J Sweden's claims or defenses nor likely to lead to discovery of admissible evidence. Responding party objects to the instructions for this request as the instructions exceed what is required under the federal rules. Responding party objects to the definition of "YOU," or "YOUR" as vague and overbroad, and responds to this request as the Responding Party only.

Subject to and without waiver of the foregoing objections, Responding Party responds as follows:

ONgDB is a fork of Neo4j core. Neo4j Enterprise is also built on-top of Neo4j Core in a similar manner. The underlying storage and kernel mechanisms both come from the same Neo4j core.

Further, no claim is made that ONgDB matches every feature of Neo4j Enterprise Edition. "Drop-in replacement" as used by responding party means the ability for a user to copy their data from a neo4j instance and place into an ONgDB instance of the same version and have it function with ONgDB using the cypher language version defined in neo4j core for that version.

To identify documents and Pursuant to Rule 33(d), the answer to this interrogatory may be determined by examining, auditing, compiling, abstracting, or summarizing business records and the burden to Propounding party is at least substantially the same to that of Responding Party. Responding party identifies the records as: "NEO4J SOFTWARE" as defined by, and in the possession and control of Propounding Party, including under the packaging and enterprise directories of the Neo4j repository located at https://github.com/neo4j/neo4j; and "ONgDB software" in the possession and control of a party in a related action, Graph Foundation, as made publicly accessible by them.

#### **INTERROGATORY NO. 4:**

Describe in detail the quality control procedures and assurance YOU put in place for ONgDB software to make it a drop in replacement for an existing commercial licensed Neo4j® Enterprise Edition distribution of the same version number, including the build infrastructure, testing methods for function, performance, load, stress, and any other tests to ensure quality and consistency in ONgDB.

#### **Response:**

Responding Party objects this request is harassing, oppressive and burdensome.

Responding Party objects to this request as it is compound. Responding Party objects to this request as it is not relevant to Neo4J Sweden's claims or defenses nor likely to lead to discovery of admissible evidence. Responding party objects to the instructions for this request as the instructions exceed what is required under the federal rules. Responding party objects to the definition of "YOU," or "YOUR" as vague and overbroad, and responds to this request as the Responding Party only.

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Subject to and without waiver of the foregoing objections, Responding Party responds as follows:

ONgDB is a superset of Neo4j Core.

Neo4j Enterprise commercial packages are also a superset of Neo4j core.

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The neo4j software repository has integration and unit tests build into the actual project and source code. When building the package using Maven software, 1000s of tests that exist in the project source code are run. In order to build the entire distribution package, all the tests must pass. Running: mvn verify will ensure all the tests are run and reports on failures will be provided if there are any.

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The same tests in neo4j core which ensure the quality of and consistency for Neo4j community and enterprise are all run inside ONgDB when packaging.

Further, no claim is made that ONgDB matches every feature of Neo4j Enterprise Edition.

"Drop-in replacement" as used by responding party means the ability for a user to copy

their data from a neo4j instance and place into an ONgDB instance of the same version

Defendants did not place any quality control procedures or assurance into ONgDB that

Mr Suhy is an open source committer to the ONgDB project and is not responsible for the

quality control procedures which the GraphFoundation implements. This question should

be asked to the GraphFoundation. However, all the testing infrastructure that is present

inside the Neo4j core code base is also part of the ONgDB code base and is run as part of

the build process. Building the software runs these tests that number in the thousands.

Further, quality control mechanisms are not related to the "drop-in replacement" ability.

No claim is made that ONgDB matches every feature of Neo4j Enterprise Edition. "Drop-

in replacement" as used by responding party means the ability for a user to copy their data

from a neo4j instance and place into an ONgDB instance of the same version and have it

and have it function with ONgDB using the cypher language version defined in neo4j core

for that version.

were not already in the code base.

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**INTERROGATORY NO. 5:** 

function with ONgDB.

IDENTIFY each PERSON that YOU have solicited or encouraged to use ONgDB, and all DOCUMENTS and COMMUNICATIONS reflecting where YOU have recommended, solicited or encouraged to use ONgDB software thereto.

### **Response:**

Responding Party objects this request is harassing, oppressive and burdensome.

Responding Party objects to this request as it is compound. Responding Party objects to this request as it is not relevant to Neo4J Sweden's claims or defenses nor likely to lead to discovery of admissible evidence. Responding Party objects to the request to the extent it

- 19 -

1		seeks information protected by the attorney client privilege and work product doctrine.
2		Responding Party objects to the request as the information sought is subject to privacy
3		rights. Responding party objects to the instructions for this request as the instructions
4		exceed what is required under the federal rules Responding party objects to the definition
5		of "YOU," or "YOUR" as vague and overbroad, and responds to this request as the
6		Responding Party only.
7		Subject to and without waiver of the foregoing objections, Responding Party responds as
8		follows:
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10		Mr. Suhy and iGov Inc recommends that anyone using Neo4j should consider switching
11		to ONgDB because of the past history of deception and fraud perpetrated by Neo4j Inc.
12		Mr Suhy also believes that investing in Neo4j branded software at this time is inherently
13		risky as he believes the deception and fraud perpetrated by Neo4j Inc may directly affect
14		its long term viability and initial public offering, which has high standards to ensure the
15		investing public is protected. Mr. Suhy believes that Neo4j Inc has a high potential to fail
16		if funding dries up, and an IPO or future investment round does not come to fruition. This
17		directly effects the agencies and people who invested in adoption of Neo4j. Furthermore,
18		Mr. Suhy believes that there is a possibility that Neo4j Inc closes the source of Neo4j Core
19		the way they did with the enterprise code, and this would also negatively affect the
20		community who adopted the technology because it was open source.
21		Below is a list of companies and people that iGov Inc. has recommended use of ONgDB
22	to:	
23		Northrop Grumman
24		Internal Revenue Service
25		US Postal Service
26		Department of Homeland Security
27		Sandia National Laboratories
28		Federal Bureau of Investigation
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1	National Security Agency		
2	eGovernment Solutions		
3	Anyone who talks to Mr. Suhy about Neo4j or asks for recommendations.		
4	Anyone reading iGov Inc's twitter page		
5	Anyone reading iGov Inc's website		
6	Anyone who emails iGov Inc asking about graph topics.		
7	Anyone who wants to verbally discuss graph topics with iGov Inc.		
8	Anyone who discussed any graph topics with iGov Inc. or Mr. Suhy.		
9	See email documents under IGOV-ROG1-AMMENDED/INTERROGATORY-5/emails		
10	See twitter documents under IGOV-ROG1-Ammended/INTERROGATORY-5/tweets/		
11			
12	<u>INTERROGATORY NO. 6</u> :		
13	IDENTIFY each PERSON that YOU have solicited or encouraged to use YOUR services		
14	in relation to ONgDB, and all DOCUMENTS and COMMUNICATIONS reflecting where YOU		
15	have recommended, solicited or encouraged to use ONgDB software thereto.		
16	Response:		
17	Responding Party objects this request is harassing, oppressive and burdensome.		
18	Responding Party objects to this request as it is compound. Responding Party objects to		
19	this request as it is not relevant to Neo4J Inc.'s claims or defenses nor likely to lead to		
20	discovery of admissible evidence. Responding Party objects to the request to the extent it		
21	seeks information protected by the attorney client privilege and work product doctrine.		
22	Responding Party objects to the request as the information sought is subject to privacy		
23	rights. Responding party objects to the instructions for this request as the instructions		
24	exceed what is required under the federal rules. Responding party objects to the definition		
25	of "YOU," or "YOUR" as vague and overbroad, and responds to this request as the		
26	Responding Party only. Responding Party objects that this interrogatory has been asked		
27	and answered.		
28	Subject to and without waiver of the foregoing objections, Responding Party responds as		

Interrogatory No. 5 and Interrogatory No 7 together identify each PERSON that

Responding Party has solicited or encouraged to use its services in relation to ONgDB,

and all DOCUMENTS and COMMUNICATIONS reflecting where it has recommended,

solicited or encouraged to use ONgDB software thereto.

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## **INTERROGATORY NO. 7:**

IDENTIFY each instance where YOU have proposed, offered, solicited or encouraged the use of ONgDB software or YOUR services in relation to ONgDB software, including all bids and responses to requests for quotes (RFQs), requests for proposals (RFPs), invitations for bids (IFBs) and all other procurement opportunities, and all DOCUMENTS and COMMUNICATIONS evidencing or relating thereto.

### **Response:**

and answered.

Responding Party objects this request is harassing, oppressive and burdensome.

Responding Party objects to this request as it is compound. Responding Party objects to this request as it is not relevant to Neo4J Sweden's claims or defenses nor likely to lead to discovery of admissible evidence. Responding Party objects to the request to the extent it seeks information protected by the attorney client privilege and work product doctrine. Responding Party objects to the request as the information sought is subject to privacy rights. Responding party objects to the instructions for this request as the instructions exceed what is required under the federal rules. Responding party objects to the definition of "YOU," or "YOUR" as vague and overbroad, and responds to this request as the Responding Party only. Responding Party objects that this interrogatory has been asked

Subject to and without waiver of the foregoing objections, Responding Party responds as follows:

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National Geospatial-Intelligence Agency: (NGA) – iGov Inc. was an interested vendor in providing a support subscription for an NGA Neo4j procurement that was advertised and which did not have proper brand name justification.

US Airforce: (Airforce) – iGov Inc. was an interested vendor in providing a support subscription for an Airforce Neo4j procurement that was advertised and which did not have proper brand name justification.

Northrup Grumman – iGov Inc. was asked to quote a graph solution for Northrup Grumman which leveraged Neo4j Enterprise under the free open source AGPL license.

Accenture - iGov Inc. was working with DHS USCIS and their Accenture backed team on a potential opportunity that was different than the DHS deal which PureThink is owed the commission on.

eGovernment Solutions for one IRS project. Internal Revenue Service iGov Inc Protested awards involving GAO and IRS.

See documents under IGOV-ROG1-Ammended/INTERROGATORY-7

## **INTERROGATORY NO. 8:**

IDENTIFY each PERSON that is using ONgDB software to whom YOU previously provided or currently provide services or support in relation to ONgDB software.

#### **Response:**

Responding Party only.

Responding Party objects this request is harassing, oppressive and burdensome.

Responding Party objects to this request as it is compound. Responding Party objects to this request as it is not relevant to Neo4J Sweden's claims or defenses nor likely to lead to discovery of admissible evidence. Responding Party objects to the request to the extent it seeks information protected by the attorney client privilege and work product doctrine. Responding Party objects to the request as the information sought is subject to privacy rights. Responding party objects to the instructions for this request as the instructions exceed what is required under the federal rules. Responding Party objects to the definition of "YOU," or "YOUR" as vague and overbroad, and responds to this request as the

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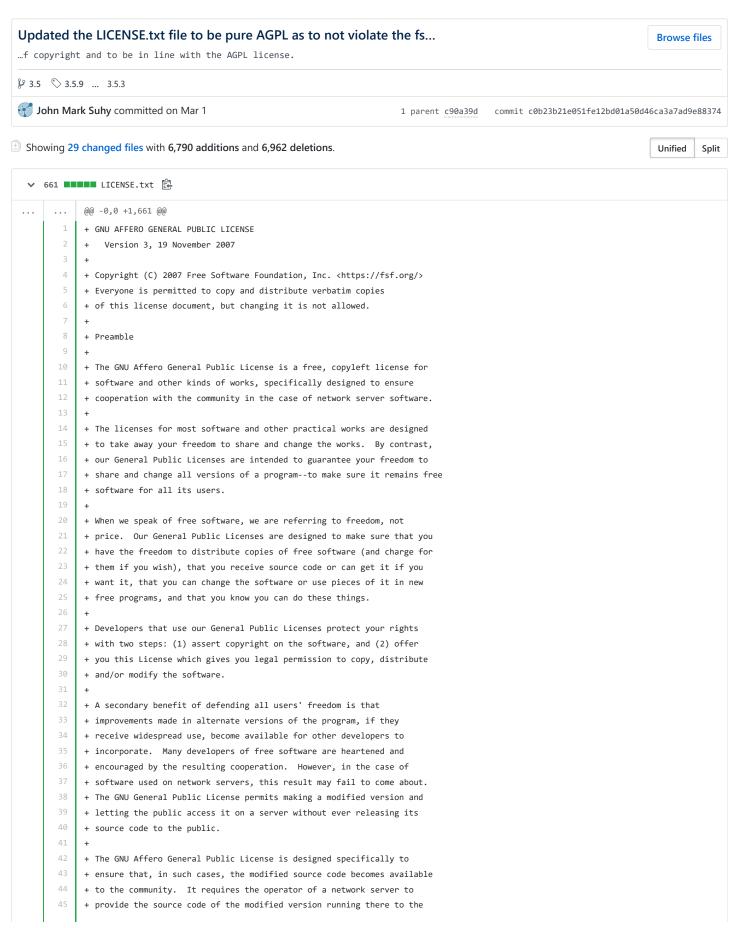
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1	Without waiver of objections, Responding Party responds as follows:			
2	US Treasury Internal Revenue Service (IRS): 2018-current			
3	• eGovernment Solutions: May 24, 2018 - current			
4				
5				
6	Dated: October 26, 2020 /s/ Adron G. Beene			
7	Adron W. Beene Sb# 129040 Adron G. Beene Sb# 298088			
8	Attorney At Law 1754 Technology Drive, Suite 228 San Jose, CA 95110			
9	Tel: (408) 392-9233 Fax: (866) 329-0453			
10	adron@adronlaw.com			
11	Attorney For Defendants and Counter Claimant PURETHINK LLC, a Delaware			
12	Limited Liability Company, IGOV INC., a Virginia Corporation, and JOHN MARK			
13	SUHY			
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Verification I, John Mark Suhy, am a defendant, and an officer for defendants Purethink LLC and IGOV Inc. in the above cause of action. I have read the following: 1. DEFENDANT PURETHINK LLC'S SECOND AMENDED RESPONSE TO PLAINTIFF NEO4J SWEDEN AB'S REQUEST FOR ADMISSION, SET ONE TO **DEFENDANT PURETHINK LLC** 2. DEFENDANT IGOV INC.'S AMENDED RESPONSE TO PLAINTIFF NEO4J SWEDEN AB'S REQUEST FOR ADMISSION, SET ONE TO DEFENDANT **IGOV INC.** I am familiar with the contents of the above. I declare under penalty of perjury under the laws of the United Stated of America that the foregoing responses are true and correct, except as to those matters which are therein stated to be on information or belief, and as to those matters. I believe them to be true. Signed in Alexandria, Virginia, on October 26, 2020 VERIFICATION

#### graphfoundation / ongdb



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+ users of that server. Therefore, public use of a modified version, on
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     + a publicly accessible server, gives the public access to the source
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     + code of the modified version.
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     + An older license, called the Affero General Public License and
     + published by Affero, was designed to accomplish similar goals. This is
     + a different license, not a version of the Affero GPL, but Affero has
     + released a new version of the Affero GPL which permits relicensing under
     + The precise terms and conditions for copying, distribution and
     + modification follow.
     + TERMS AND CONDITIONS
     + 0. Definitions.
62
     + "This License" refers to version 3 of the GNU Affero General Public License.
     + "Copyright" also means copyright-like laws that apply to other kinds of
     + works, such as semiconductor masks.
     + "The Program" refers to any copyrightable work licensed under this
     + License. Each licensee is addressed as "you". "Licensees" and
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     + "recipients" may be individuals or organizations.
     + To "modify" a work means to copy from or adapt all or part of the work
     + in a fashion requiring copyright permission, other than the making of an
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     + exact copy. The resulting work is called a "modified version" of the
     + earlier work or a work "based on" the earlier work.
     + A "covered work" means either the unmodified Program or a work based
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     + on the Program.
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     + To "propagate" a work means to do anything with it that, without
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     + permission, would make you directly or secondarily liable for
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     + infringement under applicable copyright law, except executing it on a
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     + computer or modifying a private copy. Propagation includes copying,
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     + distribution (with or without modification), making available to the
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     + public, and in some countries other activities as well.
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     + To "convey" a work means any kind of propagation that enables other
     + parties to make or receive copies. Mere interaction with a user through
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     + a computer network, with no transfer of a copy, is not conveying.
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     + An interactive user interface displays "Appropriate Legal Notices"
     + to the extent that it includes a convenient and prominently visible
     + feature that (1) displays an appropriate copyright notice, and (2)
     + tells the user that there is no warranty for the work (except to the
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     + extent that warranties are provided), that licensees may convey the
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     + work under this License, and how to view a copy of this License. If
     + the interface presents a list of user commands or options, such as a
     + menu, a prominent item in the list meets this criterion.
     + 1. Source Code.
     + The "source code" for a work means the preferred form of the work
     + for making modifications to it. "Object code" means any non-source
     + form of a work.
     + A "Standard Interface" means an interface that either is an official
     + standard defined by a recognized standards body, or, in the case of
     + interfaces specified for a particular programming language, one that
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+ is widely used among developers working in that language.
      + The "System Libraries" of an executable work include anything, other
      + than the work as a whole, that (a) is included in the normal form of
      + packaging a Major Component, but which is not part of that Major
      + Component, and (b) serves only to enable use of the work with that
      + Major Component, or to implement a Standard Interface for which an
      + implementation is available to the public in source code form. A
      + "Major Component", in this context, means a major essential component
      + (kernel, window system, and so on) of the specific operating system
      + (if any) on which the executable work runs, or a compiler used to
      + produce the work, or an object code interpreter used to run it.
      + The "Corresponding Source" for a work in object code form means all
      + the source code needed to generate, install, and (for an executable
      + work) run the object code and to modify the work, including scripts to
      + control those activities. However, it does not include the work's
      + System Libraries, or general-purpose tools or generally available free
      + programs which are used unmodified in performing those activities but
      + which are not part of the work. For example, Corresponding Source
      + includes interface definition files associated with source files for
      + the work, and the source code for shared libraries and dynamically
      + linked subprograms that the work is specifically designed to require,
      + such as by intimate data communication or control flow between those
        subprograms and other parts of the work.
      + The Corresponding Source need not include anything that users
      + can regenerate automatically from other parts of the Corresponding
      + Source.
      + The Corresponding Source for a work in source code form is that
      + 2. Basic Permissions.
      + All rights granted under this License are granted for the term of
      + copyright on the Program, and are irrevocable provided the stated
      + conditions are met. This License explicitly affirms your unlimited
147
      + permission to run the unmodified Program. The output from running a
      + covered work is covered by this License only if the output, given its
      + content, constitutes a covered work. This License acknowledges your
      + rights of fair use or other equivalent, as provided by copyright law.
      + You may make, run and propagate covered works that you do not
      + convey, without conditions so long as your license otherwise remains
      + in force. You may convey covered works to others for the sole purpose
      + of having them make modifications exclusively for you, or provide you
      + with facilities for running those works, provided that you comply with
      + the terms of this License in conveying all material for which you do
      + not control copyright. Those thus making or running the covered works
      + for you must do so exclusively on your behalf, under your direction
      + and control, on terms that prohibit them from making any copies of
      + your copyrighted material outside their relationship with you.
      + Conveying under any other circumstances is permitted solely under
      + the conditions stated below. Sublicensing is not allowed; section 10
      + makes it unnecessary.
      + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
      + No covered work shall be deemed part of an effective technological
      + measure under any applicable law fulfilling obligations under article
      + 11 of the WIPO copyright treaty adopted on 20 December 1996, or
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+ similar laws prohibiting or restricting circumvention of such
      + measures.
174
      + When you convey a covered work, you waive any legal power to forbid
      + circumvention of technological measures to the extent such circumvention
      + is effected by exercising rights under this License with respect to
178
      + the covered work, and you disclaim any intention to limit operation or
      + modification of the work as a means of enforcing, against the work's
      + users, your or third parties' legal rights to forbid circumvention of
      + technological measures.
      + 4. Conveying Verbatim Copies.
      + You may convey verbatim copies of the Program's source code as you
      + receive it, in any medium, provided that you conspicuously and
      + appropriately publish on each copy an appropriate copyright notice;
188
      + keep intact all notices stating that this License and any
      + non-permissive terms added in accord with section 7 apply to the code;
      + keep intact all notices of the absence of any warranty; and give all
      + recipients a copy of this License along with the Program.
      + You may charge any price or no price for each copy that you convey,
      + and you may offer support or warranty protection for a fee.
      + 5. Conveying Modified Source Versions.
      + You may convey a work based on the Program, or the modifications to
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      + produce it from the Program, in the form of source code under the
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      + terms of section 4, provided that you also meet all of these conditions:
      + a) The work must carry prominent notices stating that you modified
      + it, and giving a relevant date.
      + b) The work must carry prominent notices stating that it is
      + released under this License and any conditions added under section
      + 7. This requirement modifies the requirement in section 4 to
      + "keen intact all notices".
      + c) You must license the entire work, as a whole, under this
      + License to anyone who comes into possession of a copy. This
      + License will therefore apply, along with any applicable section 7
      + additional terms, to the whole of the work, and all its parts,
      + regardless of how they are packaged. This License gives no
      + permission to license the work in any other way, but it does not
      + invalidate such permission if you have separately received it.
      + d) If the work has interactive user interfaces, each must display
      + Appropriate Legal Notices; however, if the Program has interactive
      + interfaces that do not display Appropriate Legal Notices, your
      + work need not make them do so.
      + A compilation of a covered work with other separate and independent
      + works, which are not by their nature extensions of the covered work,
      + and which are not combined with it such as to form a larger program,
      + in or on a volume of a storage or distribution medium, is called an
      + "aggregate" if the compilation and its resulting copyright are not
      + used to limit the access or legal rights of the compilation's users
      + beyond what the individual works permit. Inclusion of a covered work
      + in an aggregate does not cause this License to apply to the other
      + parts of the aggregate.
      + 6. Conveying Non-Source Forms.
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+ You may convey a covered work in object code form under the terms
      + of sections 4 and 5, provided that you also convey the
      + machine-readable Corresponding Source under the terms of this License,
      + in one of these ways:
240
      + a) Convey the object code in, or embodied in, a physical product
      + (including a physical distribution medium), accompanied by the
      + Corresponding Source fixed on a durable physical medium
      + customarily used for software interchange.
      + b) Convey the object code in, or embodied in, a physical product
      + (including a physical distribution medium), accompanied by a
      + written offer, valid for at least three years and valid for as
      + long as you offer spare parts or customer support for that product
      + model, to give anyone who possesses the object code either (1) a
      + copy of the Corresponding Source for all the software in the
      + product that is covered by this License, on a durable physical
      + medium customarily used for software interchange, for a price no
      + more than your reasonable cost of physically performing this
      + conveying of source, or (2) access to copy the
      + Corresponding Source from a network server at no charge.
      + c) Convey individual copies of the object code with a copy of the
      + written offer to provide the Corresponding Source. This
      + alternative is allowed only occasionally and noncommercially, and
      + only if you received the object code with such an offer, in accord
      + with subsection 6b.
      + d) Convey the object code by offering access from a designated
      + place (gratis or for a charge), and offer equivalent access to the
      + Corresponding Source in the same way through the same place at no
      + further charge. You need not require recipients to copy the
      + Corresponding Source along with the object code. If the place to
      + copy the object code is a network server, the Corresponding Source
      + may be on a different server (operated by you or a third party)
      + that supports equivalent copying facilities, provided you maintain
      + clear directions next to the object code saying where to find the
      + Corresponding Source. Regardless of what server hosts the
      + Corresponding Source, you remain obligated to ensure that it is
      + available for as long as needed to satisfy these requirements.
      + e) Convey the object code using peer-to-peer transmission, provided
      + you inform other peers where the object code and Corresponding
      + Source of the work are being offered to the general public at no
      + charge under subsection 6d.
      + A separable portion of the object code, whose source code is excluded
      + from the Corresponding Source as a System Library, need not be
      + included in conveying the object code work.
284
      + A "User Product" is either (1) a "consumer product", which means any
      + tangible personal property which is normally used for personal, family,
      + or household purposes, or (2) anything designed or sold for incorporation
      + into a dwelling. In determining whether a product is a consumer product,
      + doubtful cases shall be resolved in favor of coverage. For a particular
      + product received by a particular user, "normally used" refers to a
      + typical or common use of that class of product, regardless of the status
      + of the particular user or of the way in which the particular user
      + actually uses, or expects or is expected to use, the product. A product
      + is a consumer product regardless of whether the product has substantial
      + commercial, industrial or non-consumer uses, unless such uses represent
296
      + the only significant mode of use of the product.
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"Installation Information" for a User Product means any methods,
      + procedures, authorization keys, or other information required to install
      + and execute modified versions of a covered work in that User Product from
      + a modified version of its Corresponding Source. The information must
      + suffice to ensure that the continued functioning of the modified object
      + code is in no case prevented or interfered with solely because
      + modification has been made.
      + If you convey an object code work under this section in, or with, or
307
      + specifically for use in, a User Product, and the conveying occurs as
      + part of a transaction in which the right of possession and use of the
      + User Product is transferred to the recipient in perpetuity or for a
      + fixed term (regardless of how the transaction is characterized), the
      + Corresponding Source conveyed under this section must be accompanied
      + by the Installation Information. But this requirement does not apply
      + if neither you nor any third party retains the ability to install
      + modified object code on the User Product (for example, the work has
      + been installed in ROM).
      + The requirement to provide Installation Information does not include a
      + requirement to continue to provide support service, warranty, or updates
      + for a work that has been modified or installed by the recipient, or for
      + the User Product in which it has been modified or installed. Access to a
      + network may be denied when the modification itself materially and
      + adversely affects the operation of the network or violates the rules and
      + protocols for communication across the network.
      + Corresponding Source conveyed, and Installation Information provided,
      + in accord with this section must be in a format that is publicly
      + documented (and with an implementation available to the public in
      + source code form), and must require no special password or key for
      + unpacking, reading or copying.
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      + authors of the material: or
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370
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385
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410
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60
               to the community. It requires the operator of a network server to
       45
               provide the source code of the modified version running there to the
       46
               users of that server. Therefore, public use of a modified version, on
               a publicly accessible server, gives the public access to the source
64
       48
               code of the modified version.
       49
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       58
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               "recipients" may be individuals or organizations.
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            + To "modify" a work means to copy from or adapt all or part of the work
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               in a fashion requiring copyright permission, other than the making of an
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               earlier work or a work "based on" the earlier work.
94
            - A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
               on the Program.
96
            - To "propagate" a work means to do anything with it that, without
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            + To "propagate" a work means to do anything with it that, without
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       81
              permission, would make you directly or secondarily liable for
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               infringement under applicable copyright law, except executing it on a
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       83
               computer or modifying a private copy. Propagation includes copying,
       84
               distribution (with or without modification), making available to the
       85
               public, and in some countries other activities as well.
            - __To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
       88
               parties to make or receive copies. Mere interaction with a user through
106
       89
               a computer network, with no transfer of a copy, is not conveying.
       90
108
            - __An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
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to the extent that it includes a convenient and prominently visible
               feature that (1) displays an appropriate copyright notice, and (2)
       94
               tells the user that there is no warranty for the work (except to the
               the interface presents a list of user commands or options, such as a
       98
               menu, a prominent item in the list meets this criterion.
            - __1. Source Code.
            + 1. Source Code.
                The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
               for making modifications to it. "Object code" means any non-source
               form of a work.
                A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
124
      107
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
               is widely used among developers working in that language.
                The "System Libraries" of an executable work include anything, other
            + The "System Libraries" of an executable work include anything, other
               than the work as a whole, that (a) is included in the normal form of
               packaging a Major Component, but which is not part of that Major
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               (if any) on which the executable work runs, or a compiler used to
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      142
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181
              the conditions stated below. Sublicensing is not allowed; section 10
              makes it unnecessary.
                3. Protecting Users' Legal Rights From Anti-Circumvention Law.
      167
            + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
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      178
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198
               technological measures.
      182
            - 4. Conveying Verbatim Copies.
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            + 4. Conveying Verbatim Copies.
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      184
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      185
            + You may convey verbatim copies of the Program's source code as you
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      187
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210
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            + You may charge any price or no price for each copy that you convey,
               and you may offer support or warranty protection for a fee.
            - 5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
               You may convey a work based on the Program, or the modifications to
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              produce it from the Program, in the form of source code under the
              terms of section 4, provided that you also meet all of these conditions:
            - ___a) The work must carry prominent notices stating that you modified
                  it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
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               ____released under this License and any conditions added under section
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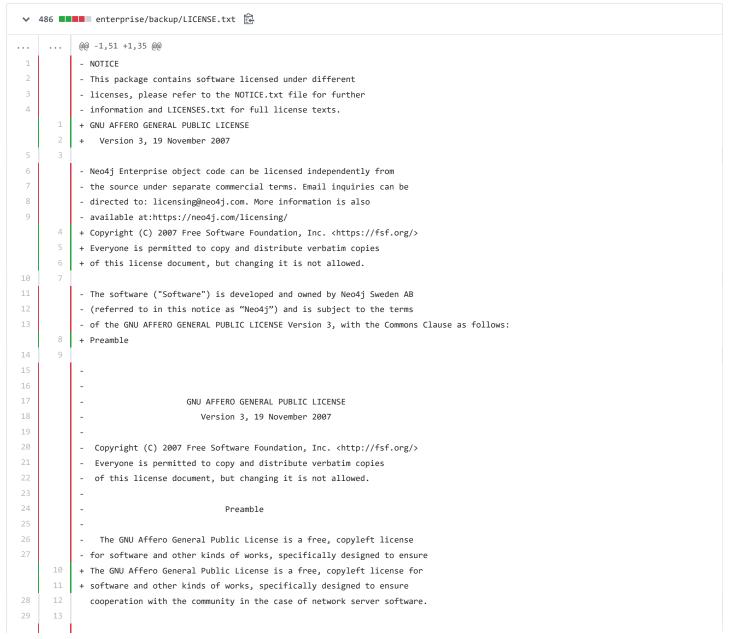
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  - If, pursuant to or in connection with a single transaction or + If, pursuant to or in connection with a single transaction or
  - arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered

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work and works based on it.
                A patent license is "discriminatory" if it does not include within
            + A patent license is "discriminatory" if it does not include within
               the scope of its coverage, prohibits the exercise of, or is
               conditioned on the non-exercise of one or more of the rights that are
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               contain the covered work, unless you entered into that arrangement,
               or that patent license was granted, prior to 28 March 2007.
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            + Nothing in this License shall be construed as excluding or limiting
               any implied license or other defenses to infringement that may
               otherwise be available to you under applicable patent law.
            - 12. No Surrender of Others' Freedom.
            + 12. No Surrender of Others' Freedom.
                If conditions are imposed on you (whether by court order, agreement or
            + If conditions are imposed on you (whether by court order, agreement or
               otherwise) that contradict the conditions of this License, they do not
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            + 13. Remote Network Interaction; Use with the GNU General Public License.
558
                Notwithstanding any other provision of this License, if you modify the
            + Notwithstanding any other provision of this License, if you modify the
               Program, your modified version must prominently offer all users
               interacting with it remotely through a computer network (if your version
               supports such interaction) an opportunity to receive the Corresponding
               of the GNU General Public License that is incorporated pursuant to the
               following paragraph.
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            - of the GNU General Public License into a single combined work, and to
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             - apply to the part which is the covered work, but the work with which it is
            - combined will remain governed by version 3 of the GNU General Public
            - License.
                14. Revised Versions of this License.
                The Free Software Foundation may publish revised and/or new versions of
             - the GNU Affero General Public License from time to time. Such new
            - versions will be similar in spirit to the present version, but may differ
             - in detail to address new problems or concerns.
                Each version is given a distinguishing version number. If the
            - Program specifies that a certain numbered version of the GNU Affero
            - General Public License "or any later version" applies to it, you have
             - the option of following the terms and conditions either of that
             - \underline{\text{numbered}} version or of any later version published by the Free
               Software Foundation. If the Program does not specify a version number
            - of the GNU Affero General Public License, you may choose any version
            - ever published by the Free Software Foundation.
               __If the Program specifies that a proxy can decide which future
              versions of the GNU Affero General Public License can be used, that
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- proxy's public statement of acceptance of a version permanently
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                Later license versions may give you additional or different
            + Notwithstanding any other provision of this License, you have
      554
            + permission to link or combine any covered work with a work licensed
             + under version 3 of the GNU General Public License into a single
             + combined work, and to convey the resulting work. The terms of this
             + License will continue to apply to the part which is the covered work,
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            + will be similar in spirit to the present version, but may differ in detail to
            + address new problems or concerns.
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               permissions. However, no additional obligations are imposed on any
               author or copyright holder as a result of your choosing to follow a
              later version.
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      587
            + 15. Disclaimer of Warranty.
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            + THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY
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               IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF
              ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
614
            - 16. Limitation of Liability.
            + 16. Limitation of Liability.
                IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING
            + IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING
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               THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY
               GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE
624
               EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF
               SUCH DAMAGES.
            - 17. Interpretation of Sections 15 and 16.
      610
            + 17. Interpretation of Sections 15 and 16.
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## 10/2/2019 Case 5:10 date due 20 to NSE De file to Decument Last donct visible due 1 to 1/2/2019 Case 5:10 date due 20 date due 20 date due 20

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+ "Copyright" also means copyright-like laws that apply to other kinds of
            + works, such as semiconductor masks.
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                "Copyright" also means copyright-like laws that apply to other kinds
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            - of works, such as semiconductor masks.
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                "The Program" refers to any copyrightable work licensed under this
            + "The Program" refers to any copyrightable work licensed under this
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               License. Each licensee is addressed as "you". "Licensees" and
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               "recipients" may be individuals or organizations.
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            - To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
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               in a fashion requiring copyright permission, other than the making of an
       74
               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
93
94
            - A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
              on the Program.
97
                To "propagate" a work means to do anything with it that, without
            + To "propagate" a work means to do anything with it that, without
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               permission, would make you directly or secondarily liable for
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               infringement under applicable copyright law, except executing it on a
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               computer or modifying a private copy. Propagation includes copying,
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              distribution (with or without modification), making available to the
               public, and in some countries other activities as well.
       86
                To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
              parties to make or receive copies. Mere interaction with a user through
       88
       89
               a computer network, with no transfer of a copy, is not conveying.
107
                An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
               to the extent that it includes a convenient and prominently visible
              feature that (1) displays an appropriate copyright notice, and (2)
       94
              tells the user that there is no warranty for the work (except to the
       97
114
              the interface presents a list of user commands or options, such as a
               menu, a prominent item in the list meets this criterion.
            - __1. Source Code.
      100
            + 1. Source Code.
            - The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
              for making modifications to it. "Object code" means any non-source
              form of a work.
            - __A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
               is widely used among developers working in that language.
            - __The "System Libraries" of an executable work include anything, other
            + The "System Libraries" of an executable work include anything, other
              than the work as a whole, that (a) is included in the normal form of
               packaging a Major Component, but which is not part of that Major
              Component, and (b) serves only to enable use of the work with that
136
      119
               (if any) on which the executable work runs, or a compiler used to
               produce the work, or an object code interpreter used to run it.
```

The "Corresponding Source" for a work in object code form means all + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable 124 work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work. The Corresponding Source need not include anything that users + The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source. The Corresponding Source for a work in source code form is that + The Corresponding Source for a work in source code form is that 140 same work. 2. Basic Permissions. + 2. Basic Permissions. All rights granted under this License are granted for the term of + All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its 149 content, constitutes a covered work. This License acknowledges your 150 rights of fair use or other equivalent, as provided by copyright law. - You may make, run and propagate covered works that you do not + You may make, run and propagate covered works that you do not 170 convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you. Conveying under any other circumstances is permitted solely under + Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary. 3. Protecting Users' Legal Rights From Anti-Circumvention Law. + 3. Protecting Users' Legal Rights From Anti-Circumvention Law. - No covered work shall be deemed part of an effective technological + No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures. \_When you convey a covered work, you waive any legal power to forbid + When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures. 199 182 Conveying Verbatim Copies.

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+ 4. Conveying Verbatim Copies.
                You may convey verbatim copies of the Program's source code as you
            + You may convey verbatim copies of the Program's source code as you
               receive it, in any medium, provided that you conspicuously and
204
      187
               appropriately publish on each copy an appropriate copyright notice;
               keep intact all notices stating that this License and any
               non-permissive terms added in accord with section 7 apply to the code;
               keep intact all notices of the absence of any warranty; and give all
               recipients a copy of this License along with the Program.
            - You may charge any price or no price for each copy that you convey,
            + You may charge any price or no price for each copy that you convey,
      194
               and you may offer support or warranty protection for a fee.
            - 5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
                You may convey a work based on the Program, or the modifications to
      198
            + You may convey a work based on the Program, or the modifications to
               produce it from the Program, in the form of source code under the
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               terms of section 4, provided that you also meet all of these conditions:
                 a) The work must carry prominent notices stating that you modified
                  it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
      204
                b) The work must carry prominent notices stating that it is
                  released under this License and any conditions added under section
            - ____7. This requirement modifies the requirement in section 4 to
                   "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
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            - ____permission to license the work in any other way, but it does not
                invalidate such permission if you have separately received it.
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            + License to anyone who comes into possession of a copy. This
            + License will therefore apply, along with any applicable section 7
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            + regardless of how they are packaged. This License gives no
            + permission to license the work in any other way, but it does not
            + invalidate such permission if you have separately received it.
                d) If the work has interactive user interfaces, each must display
              ____Appropriate Legal Notices; however, if the Program has interactive
                interfaces that do not display Appropriate Legal Notices, your
                work need not make them do so.
            + d) If the work has interactive user interfaces, each must display
            + Appropriate Legal Notices; however, if the Program has interactive
            + interfaces that do not display Appropriate Legal Notices, your
            + work need not make them do so.
            - _A compilation of a covered work with other separate and independent
            + A compilation of a covered work with other separate and independent
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works, which are not by their nature extensions of the covered work,
  and which are not combined with it such as to form a larger program.
  in or on a volume of a storage or distribution medium, is called an
  in an aggregate does not cause this License to apply to the other
  parts of the aggregate.
- __6. Conveying Non-Source Forms.
+ 6. Conveying Non-Source Forms.
   You may convey a covered work in object code form under the terms
+ You may convey a covered work in object code form under the terms
  of sections 4 and 5, provided that you also convey the
  machine-readable Corresponding Source under the terms of this License,
  in one of these ways:
    a) Convey the object code in, or embodied in, a physical product
  (including a physical distribution medium), accompanied by the
    Corresponding Source fixed on a durable physical medium
     customarily used for software interchange.
     b) Convey the object code in, or embodied in, a physical product
  ____(including a physical distribution medium), accompanied by a
   written offer, valid for at least three years and valid for as
   long as you offer spare parts or customer support for that product
  ____model, to give anyone who possesses the object code either (1) a
  copy of the Corresponding Source for all the software in the
   product that is covered by this License, on a durable physical
  medium customarily used for software interchange, for a price no
    more than your reasonable cost of physically performing this
     conveying of source, or (2) access to copy the
  ____Corresponding Source from a network server at no charge.
   c) Convey individual copies of the object code with a copy of the
   written offer to provide the Corresponding Source. This
   alternative is allowed only occasionally and noncommercially, and
  ___only if you received the object code with such an offer, in accord
  with subsection 6b.
  ____d) Convey the object code by offering access from a designated
   __place (gratis or for a charge), and offer equivalent access to the
     Corresponding Source in the same way through the same place at no
     further charge. You need not require recipients to copy the
  ____Corresponding Source along with the object code. If the place to
  ____copy the object code is a network server, the Corresponding Source
  ____may be on a different server (operated by you or a third party)
  that supports equivalent copying facilities, provided you maintain
     clear directions next to the object code saying where to find the
  ____Corresponding Source. Regardless of what server hosts the
   Corresponding Source, you remain obligated to ensure that it is
   available for as long as needed to satisfy these requirements.
     e) Convey the object code using peer-to-peer transmission, provided
  ____you inform other peers where the object code and Corresponding
  Source of the work are being offered to the general public at no
  ___charge under subsection 6d.
   _A separable portion of the object code, whose source code is excluded
+ a) Convey the object code in, or embodied in, a physical product
+ (including a physical distribution medium), accompanied by the
+ Corresponding Source fixed on a durable physical medium
+ customarily used for software interchange.
+ b) Convey the object code in, or embodied in, a physical product
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+ (including a physical distribution medium), accompanied by a
            + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
            + model, to give anyone who possesses the object code either (1) a
            + copy of the Corresponding Source for all the software in the
            + product that is covered by this License, on a durable physical
            + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
             + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
            + with subsection 6b.
            + d) Convey the object code by offering access from a designated
             + place (gratis or for a charge), and offer equivalent access to the
             + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
      281
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
      284
302
            - _A "User Product" is either (1) a "consumer product", which means any
      285
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
               modification has been made.
            - If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
               User Product is transferred to the recipient in perpetuity or for a
      314
               modified object code on the User Product (for example, the work has
               been installed in ROM).
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334 The requirement to provide Installation Information does not include a + The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a 338 network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network. Corresponding Source conveyed, and Installation Information provided, + Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying. 330 348 - 7. Additional Terms. + 7. Additional Terms. "Additional permissions" are terms that supplement the terms of this + "Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent under those permissions, but the entire Program remains governed by this License without regard to the additional permissions. 341 When you convey a copy of a covered work, you may at your option + When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own 345 removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, 347 for which you have or can give appropriate copyright permission. Notwithstanding any other provision of this License, for material you + Notwithstanding any other provision of this License, for material you 350 add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms: - \_\_\_a) Disclaiming warranty or limiting liability differently from the \_\_\_terms of sections 15 and 16 of this License; or + a) Disclaiming warranty or limiting liability differently from the + terms of sections 15 and 16 of this License; or b) Requiring preservation of specified reasonable legal notices or - \_\_\_author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or + b) Requiring preservation of specified reasonable legal notices or + author attributions in that material or in the Appropriate Legal 358 + Notices displayed by works containing it; or \_\_\_c) Prohibiting misrepresentation of the origin of that material, or \_\_\_\_requiring that modified versions of such material be marked in reasonable ways as different from the original version; or + c) Prohibiting misrepresentation of the origin of that material, or + requiring that modified versions of such material be marked in + reasonable ways as different from the original version; or d) Limiting the use for publicity purposes of names of licensors or 382 authors of the material; or + d) Limiting the use for publicity purposes of names of licensors or

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235		d) If the work has interactive user interfaces, each must display
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237		interfaces that do not display Appropriate Legal Notices, your
238		- work need not make them do so.
	218	+ d) If the work has interactive user interfaces, each must display
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		+ Appropriate Legal Notices; however, if the Program has interactive
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240		- A compilation of a covered work with other separate and independent
	223	+ A compilation of a covered work with other separate and independent
241	224	works, which are not by their nature extensions of the covered work,
242	225	and which are not combined with it such as to form a larger program,
243	226	in or on a volume of a storage or distribution medium, is called an
247	230	in an aggregate does not cause this License to apply to the other
248	231	parts of the aggregate.
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250		- 6. Conveying Non-Source Forms.
250	222	<u> </u>
	233	+ 6. Conveying Non-Source Forms.
251	234	
252		You may convey a covered work in object code form under the terms
	235	+ You may convey a covered work in object code form under the terms
253	236	of sections 4 and 5, provided that you also convey the
254	237	machine-readable Corresponding Source under the terms of this License,
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255	238	in one of these ways:
256	239	
257		a) Convey the object code in, or embodied in, a physical product
258		(including a physical distribution medium), accompanied by the
259		- Corresponding Source fixed on a durable physical medium
260		- customarily used for software interchange.
		- Casconial ILy asca for software Interchange.
261		
262		b) Convey the object code in, or embodied in, a physical product
263		(including a physical distribution medium), accompanied by a
264		written offer, valid for at least three years and valid for as
265		- long as you offer spare parts or customer support for that product
266		<u> </u>
		model, to give anyone who possesses the object code either (1) a
267		copy of the Corresponding Source for all the software in the
268		product that is covered by this License, on a durable physical
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medium customarily used for software interchange, for a price no
           more than your reasonable cost of physically performing this
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        Corresponding Source from a network server at no charge.
       c) Convey individual copies of the object code with a copy of the
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           alternative is allowed only occasionally and noncommercially, and
      - ___only if you received the object code with such an offer, in accord
        with subsection 6b.
        d) Convey the object code by offering access from a designated
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        Corresponding Source in the same way through the same place at no
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          Corresponding Source along with the object code. If the place to
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      - ___clear directions next to the object code saying where to find the
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           e) Convey the object code using peer-to-peer transmission, provided
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         charge under subsection 6d.
         A separable portion of the object code, whose source code is excluded
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      + long as you offer spare parts or customer support for that product
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+ Corresponding Source. Regardless of what server hosts the

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               A secondary benefit of defending all users' freedom is that
            + A secondary benefit of defending all users' freedom is that
              improvements made in alternate versions of the program, if they
      34
50
              receive widespread use, become available for other developers to
              incorporate. Many developers of free software are heartened and
              letting the public access it on a server without ever releasing its
              source code to the public.
58
              The GNU Affero General Public License is designed specifically to
      42
            + The GNU Affero General Public License is designed specifically to
              ensure that, in such cases, the modified source code becomes available
      44
              to the community. It requires the operator of a network server to
      45
              provide the source code of the modified version running there to the
              users of that server. Therefore, public use of a modified version, on
      47
              a publicly accessible server, gives the public access to the source
      48
              code of the modified version.
               An older license, called the Affero General Public License and
      50
            + An older license, called the Affero General Public License and
              published by Affero, was designed to accomplish similar goals. This is
              a different license, not a version of the Affero GPL, but Affero has
              released a new version of the Affero GPL which permits relicensing under
70
              this license.
               The precise terms and conditions for copying, distribution and
            + The precise terms and conditions for copying, distribution and
              modification follow.
      58
                                     TERMS AND CONDITIONS
```

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+ TERMS AND CONDITIONS
       61
            + 0. Definitions.
            - 0. Definitions.
            + "This License" refers to version 3 of the GNU Affero General Public License.
78
       64
                "This License" refers to version 3 of the GNU Affero General Public
             - License.
            + "Copyright" also means copyright-like laws that apply to other kinds of
            + works, such as semiconductor masks.
81
                "Copyright" also means copyright-like laws that apply to other kinds
             - of works, such as semiconductor masks.
85
                "The Program" refers to any copyrightable work licensed under this
            + "The Program" refers to any copyrightable work licensed under this
              License. Each licensee is addressed as "you". "Licensees" and
86
87
               "recipients" may be individuals or organizations.
89
               To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
              in a fashion requiring copyright permission, other than the making of an
       74
               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
94
                A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
       78
              on the Program.
96
            - To "propagate" a work means to do anything with it that, without
       80
            + To "propagate" a work means to do anything with it that, without
98
       81
               permission, would make you directly or secondarily liable for
       82
              infringement under applicable copyright law, except executing it on a
       83
               computer or modifying a private copy. Propagation includes copying,
       84
               distribution (with or without modification), making available to the
       85
               public, and in some countries other activities as well.
103
       86
            - To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
       88
               parties to make or receive copies. Mere interaction with a user through
       89
               a computer network, with no transfer of a copy, is not conveying.
       90
            - An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
               to the extent that it includes a convenient and prominently visible
               feature that (1) displays an appropriate copyright notice, and (2)
       94
              tells the user that there is no warranty for the work (except to the
114
       97
              the interface presents a list of user commands or options, such as a
       98
              menu, a prominent item in the list meets this criterion.
                1. Source Code.
      100
            + 1. Source Code.
      101
               The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
              for making modifications to it. "Object code" means any non-source
               form of a work.
                A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
124
      107
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
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143

174

is widely used among developers working in that language. The "System Libraries" of an executable work include anything, other + The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of 130 packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it. The "Corresponding Source" for a work in object code form means all + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those 150 subprograms and other parts of the work.

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- + The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding
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- + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
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              is effected by exercising rights under this License with respect to
              the covered work, and you disclaim any intention to limit operation or
              modification of the work as a means of enforcing, against the work's
              users, your or third parties' legal rights to forbid circumvention of
      181
              technological measures.
            - 4. Conveying Verbatim Copies.
            + 4. Conveying Verbatim Copies.
            - You may convey verbatim copies of the Program's source code as you
            receive it, in any medium, provided that you conspicuously and
              appropriately publish on each copy an appropriate copyright notice;
              keep intact all notices stating that this License and any
      189
              non-permissive terms added in accord with section 7 apply to the code;
              keep intact all notices of the absence of any warranty; and give all
              recipients a copy of this License along with the Program.
               You may charge any price or no price for each copy that you convey,
            + You may charge any price or no price for each copy that you convey,
              and you may offer support or warranty protection for a fee.
               5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
214
            - You may convey a work based on the Program, or the modifications to
            + You may convey a work based on the Program, or the modifications to
              produce it from the Program, in the form of source code under the
              terms of section 4, provided that you also meet all of these conditions:
                 a) The work must carry prominent notices stating that you modified
               it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
                b) The work must carry prominent notices stating that it is
               released under this License and any conditions added under section
              7. This requirement modifies the requirement in section 4 to
                  "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
            + "keep intact all notices".
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              regardless of how they are packaged. This License gives no
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            + regardless of how they are packaged. This License gives no
            + permission to license the work in any other way, but it does not
            + invalidate such permission if you have separately received it.
                 _d) If the work has interactive user interfaces, each must display
                 Appropriate Legal Notices; however, if the Program has interactive
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237		interfaces that do not display Appropriate Legal Notices, your
238		work need not make them do so.
	218	+ d) If the work has interactive user interfaces, each must display
	219	+ Appropriate Legal Notices; however, if the Program has interactive
	220	+ interfaces that do not display Appropriate Legal Notices, your
	221	+ work need not make them do so.
239	222	
240		A compilation of a covered work with other separate and independent
	223	+ A compilation of a covered work with other separate and independent
241	224	works, which are not by their nature extensions of the covered work,
242	225	and which are not combined with it such as to form a larger program,
243	226	in or on a volume of a storage or distribution medium, is called an
247	230	in an aggregate does not cause this License to apply to the other
248	231	parts of the aggregate.
250	232	6 Conveying Non Sounce Forms
230	233	6. Conveying Non-Source Forms. + 6. Conveying Non-Source Forms.
251	234	+ 6. Conveying Non-Source Forms.
252	25-	- You may convey a covered work in object code form under the terms
252	235	+ You may convey a covered work in object code form under the terms
253	236	of sections 4 and 5, provided that you also convey the
254	237	machine-readable Corresponding Source under the terms of this License,
255	238	in one of these ways:
256	239	
257		- a) Convey the object code in, or embodied in, a physical product
258		- (including a physical distribution medium), accompanied by the
259		Corresponding Source fixed on a durable physical medium
260		customarily used for software interchange.
261		-
262		b) Convey the object code in, or embodied in, a physical product
263		(including a physical distribution medium), accompanied by a
264		written offer, valid for at least three years and valid for as
265		long as you offer spare parts or customer support for that product
266		model, to give anyone who possesses the object code either (1) a
267		copy of the Corresponding Source for all the software in the
268		product that is covered by this License, on a durable physical
269		medium customarily used for software interchange, for a price no
270		more than your reasonable cost of physically performing this
271		conveying of source, or (2) access to copy the
272		Corresponding Source from a network server at no charge.
273		-
274 275		c) Convey individual copies of the object code with a copy of the - written offer to provide the Corresponding Source. This
276		- alternative is allowed only occasionally and noncommercially, and
277		- only if you received the object code with such an offer, in accord
278		- with subsection 6b.
279		
280		- d) Convey the object code by offering access from a designated
281		- place (gratis or for a charge), and offer equivalent access to the
282		Corresponding Source in the same way through the same place at no
283		further charge. You need not require recipients to copy the
284		Corresponding Source along with the object code. If the place to
285		copy the object code is a network server, the Corresponding Source
286		may be on a different server (operated by you or a third party)
287		that supports equivalent copying facilities, provided you maintain
288		clear directions next to the object code saying where to find the
289		Corresponding Source. Regardless of what server hosts the
290		Corresponding Source, you remain obligated to ensure that it is
291		available for as long as needed to satisfy these requirements.
292		-
293		e) Convey the object code using peer-to-peer transmission, provided
294		you inform other peers where the object code and Corresponding
295		Source of the work are being offered to the general public at no
. ,,		

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charge under subsection 6d.
                A separable portion of the object code, whose source code is excluded
            + a) Convey the object code in, or embodied in, a physical product
            + (including a physical distribution medium), accompanied by the
             + Corresponding Source fixed on a durable physical medium
            + customarily used for software interchange.
            + b) Convey the object code in, or embodied in, a physical product
             + (including a physical distribution medium), accompanied by a
             + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
             + model, to give anyone who possesses the object code either (1) a
             + copy of the Corresponding Source for all the software in the
             + product that is covered by this License, on a durable physical
             + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
             + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
             + with subsection 6b.
            + d) Convey the object code by offering access from a designated
      264
            + place (gratis or for a charge), and offer equivalent access to the
            + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
            + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
302
                A "User Product" is either (1) a "consumer product", which means any
            + A "User Product" is either (1) a "consumer product", which means any
303
               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
319
      302
               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
```

modification has been made. If you convey an object code work under this section in, or with, or + If you convey an object code work under this section in, or with, or 324 specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a 314 modified object code on the User Product (for example, the work has been installed in ROM). The requirement to provide Installation Information does not include a + The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a 338 network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network. - Corresponding Source conveyed, and Installation Information provided, + Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying. - 7. Additional Terms. + 7. Additional Terms. "Additional permissions" are terms that supplement the terms of this + "Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent under those permissions, but the entire Program remains governed by this License without regard to the additional permissions. When you convey a copy of a covered work, you may at your option 342 + When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission. -  $\_$ Notwithstanding any other provision of this License, for material you + Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms: - \_\_\_a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or + a) Disclaiming warranty or limiting liability differently from the + terms of sections 15 and 16 of this License; or b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal \_Notices displayed by works containing it; or + b) Requiring preservation of specified reasonable legal notices or + author attributions in that material or in the Appropriate Legal + Notices displayed by works containing it; or c) Prohibiting misrepresentation of the origin of that material, or

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379		reasonable ways as different from the original version; or
	360	+ c) Prohibiting misrepresentation of the origin of that material, or
	361	+ requiring that modified versions of such material be marked in
	362	+ reasonable ways as different from the original version; or
380	363	
381		d) Limiting the use for publicity purposes of names of licensors or
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385		e) Declining to grant rights under trademark law for use of some - trade names, trademarks, or service marks; or
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400		- document, provided that the further restriction does not survive such
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404	387	must place, in the relevant source files, a statement of the
405	388	additional terms that apply to those files, or a notice indicating
406	389	where to find the applicable terms.
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408		Additional terms, permissive or non-permissive, may be stated in the
	391	+ Additional terms, permissive or non-permissive, may be stated in the
409	392	form of a separately written license, or stated as exceptions;
410	393	the above requirements apply either way.
411	394	
412		8. Termination.
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            + 6. Conveying Non-Source Forms.
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            + You may convey a covered work in object code form under the terms
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                Corresponding Source from a network server at no charge.
              ___c) Convey individual copies of the object code with a copy of the
                  written offer to provide the Corresponding Source. This
                  alternative is allowed only occasionally and noncommercially, and
              ___only if you received the object code with such an offer, in accord
              ___with subsection 6b.
              ____d) Convey the object code by offering access from a designated
               ____place (gratis or for a charge), and offer equivalent access to the
              Corresponding Source in the same way through the same place at no
                further charge. You need not require recipients to copy the
                Corresponding Source along with the object code. If the place to
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- + with subsection 6b.
- + d) Convey the object code by offering access from a designated
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- To "convey" a work means any kind of propagation that enables other
- + To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.
- \_An interactive user interface displays "Appropriate Legal Notices"
- + An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.
- 1. Source Code.
- + 1. Source Code.
  - The "source code" for a work means the preferred form of the work
- + The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.
- \_\_A "Standard Interface" means an interface that either is an official
- + A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.
- \_\_The "System Libraries" of an executable work include anything, other
- + The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.
- The "Corresponding Source" for a work in object code form means all
- + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work.

- The Corresponding Source need not include anything that users
- + The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding
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- Conveying under any other circumstances is permitted solely under
- + Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.
- 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
- + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
- No covered work shall be deemed part of an effective technological
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- + 4. Conveying Verbatim Copies.
- \_\_You may convey verbatim copies of the Program's source code as you
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210
                You may charge any price or no price for each copy that you convey,
            + You may charge any price or no price for each copy that you convey,
               and you may offer support or warranty protection for a fee.
            - 5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
                You may convey a work based on the Program, or the modifications to
            + You may convey a work based on the Program, or the modifications to
              produce it from the Program, in the form of source code under the
               terms of section 4, provided that you also meet all of these conditions:
               ___a) The work must carry prominent notices stating that you modified
                it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
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               released under this License and any conditions added under section
               _____7. This requirement modifies the requirement in section 4 to
                "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
            + "keep intact all notices".
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             - ____License will therefore apply, along with any applicable section 7
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            + d) If the work has interactive user interfaces, each must display
            + Appropriate Legal Notices; however, if the Program has interactive
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            + interfaces that do not display Appropriate Legal Notices, your
            + work need not make them do so.
               A compilation of a covered work with other separate and independent
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               in an aggregate does not cause this License to apply to the other
              parts of the aggregate.
            - 6. Conveying Non-Source Forms.
            + 6. Conveying Non-Source Forms.
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0/2/2019	Case 3. Trabasted in the Tenta visual interpretation of the property of the pr
252	You may convey a covered work in object code form under the terms
	235 + You may convey a covered work in object code form under the terms
253	of sections 4 and 5, provided that you also convey the
254	machine-readable Corresponding Source under the terms of this License,
255	in one of these ways:
256	239
257	- a) Convey the object code in, or embodied in, a physical product
258	- (including a physical distribution medium), accompanied by the
259	- Corresponding Source fixed on a durable physical medium
260	- customarily used for software interchange.
261	
262	- b) Convey the object code in, or embodied in, a physical product
263	- (including a physical distribution medium), accompanied by a
264	- written offer, valid for at least three years and valid for as
265	- long as you offer spare parts or customer support for that product
266	- model, to give anyone who possesses the object code either (1) a
267	- copy of the Corresponding Source for all the software in the
268	- product that is covered by this License, on a durable physical
269	- medium customarily used for software interchange, for a price no
270	- more than your reasonable cost of physically performing this
271	- conveying of source, or (2) access to copy the
272	- Corresponding Source from a network server at no charge.
273	corresponding source from a network server at no charge.
274	c) Convey individual conies of the chiest sade with a conv of the
	c) Convey individual copies of the object code with a copy of the
275	- written offer to provide the Corresponding Source. This
276	alternative is allowed only occasionally and noncommercially, and
277	only if you received the object code with such an offer, in accord
278	with subsection 6b.
279	
280	d) Convey the object code by offering access from a designated
281	place (gratis or for a charge), and offer equivalent access to the
282	- Corresponding Source in the same way through the same place at no
283	further charge. You need not require recipients to copy the
284	Corresponding Source along with the object code. If the place to
285	copy the object code is a network server, the Corresponding Source
286	may be on a different server (operated by you or a third party)
287	that supports equivalent copying facilities, provided you maintain
288	clear directions next to the object code saying where to find the
289	- Corresponding Source. Regardless of what server hosts the
290	Corresponding Source, you remain obligated to ensure that it is
291	available for as long as needed to satisfy these requirements.
292	
293	e) Convey the object code using peer-to-peer transmission, provided
294	you inform other peers where the object code and Corresponding
295	Source of the work are being offered to the general public at no
296	charge under subsection 6d.
297	-
298	A separable portion of the object code, whose source code is excluded
	+ a) Convey the object code in, or embodied in, a physical product
	+ (including a physical distribution medium), accompanied by the
	+ Corresponding Source fixed on a durable physical medium
	+ customarily used for software interchange.
	244 +
	+ b) Convey the object code in, or embodied in, a physical product
	+ (including a physical distribution medium), accompanied by a
	+ written offer, valid for at least three years and valid for as
	+ long as you offer spare parts or customer support for that product
	+ model, to give anyone who possesses the object code either (1) a
	+ copy of the Corresponding Source for all the software in the
	251 + product that is covered by this License, on a durable physical
	252 + medium customarily used for software interchange, for a price no
	253 + more than your reasonable cost of physically performing this
	+ conveying of source, or (2) access to copy the

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+ Corresponding Source from a network server at no charge.
            + c) Convey individual copies of the object code with a copy of the
            + written offer to provide the Corresponding Source. This
            + alternative is allowed only occasionally and noncommercially, and
            + only if you received the object code with such an offer, in accord
            + with subsection 6b.
            + d) Convey the object code by offering access from a designated
            + place (gratis or for a charge), and offer equivalent access to the
            + Corresponding Source in the same way through the same place at no
            + further charge. You need not require recipients to copy the
            + Corresponding Source along with the object code. If the place to
            + copy the object code is a network server, the Corresponding Source
            + may be on a different server (operated by you or a third party)
            + that supports equivalent copying facilities, provided you maintain
            + clear directions next to the object code saying where to find the
            + Corresponding Source. Regardless of what server hosts the
            + Corresponding Source, you remain obligated to ensure that it is
            + available for as long as needed to satisfy these requirements.
            + e) Convey the object code using peer-to-peer transmission, provided
            + you inform other peers where the object code and Corresponding
            + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
      281
            + A separable portion of the object code, whose source code is excluded
              from the Corresponding Source as a System Library, need not be
              included in conveying the object code work.
               A "User Product" is either (1) a "consumer product", which means any
      285
            + A "User Product" is either (1) a "consumer product", which means any
              tangible personal property which is normally used for personal, family,
              or household purposes, or (2) anything designed or sold for incorporation
              into a dwelling. In determining whether a product is a consumer product,
              commercial, industrial or non-consumer uses, unless such uses represent
              the only significant mode of use of the product.
314
               "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
              procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
              a modified version of its Corresponding Source. The information must
              suffice to ensure that the continued functioning of the modified object
              code is in no case prevented or interfered with solely because
              modification has been made.
               If you convey an object code work under this section in, or with, or
            324
              specifically for use in, a User Product, and the conveying occurs as
              part of a transaction in which the right of possession and use of the
              User Product is transferred to the recipient in perpetuity or for a
              modified object code on the User Product (for example, the work has
              been installed in ROM).
               The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
              requirement to continue to provide support service, warranty, or updates
              for a work that has been modified or installed by the recipient, or for
              the User Product in which it has been modified or installed. Access to a
              network may be denied when the modification itself materially and
              adversely affects the operation of the network or violates the rules and
              protocols for communication across the network.
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341	324	
342		Corresponding Source conveyed, and Installation Information provided,
	325	+ Corresponding Source conveyed, and Installation Information provided,
343	326	in accord with this section must be in a format that is publicly
344	327	documented (and with an implementation available to the public in
345	328	source code form), and must require no special password or key for
346	329	unpacking, reading or copying.
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348		- 7. Additional Terms.
	331	+ 7. Additional Terms.
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	333	+ "Additional permissions" are terms that supplement the terms of this
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333	342	+ When you convey a copy of a covered work, you may at your option
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               form of a separately written license, or stated as exceptions;
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               to the community. It requires the operator of a network server to
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               provide the source code of the modified version running there to the
       46
               users of that server. Therefore, public use of a modified version, on
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64
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            + To "modify" a work means to copy from or adapt all or part of the work
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            - A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
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               computer or modifying a private copy. Propagation includes copying,
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               parties to make or receive copies. Mere interaction with a user through
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               a computer network, with no transfer of a copy, is not conveying.
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            - __An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
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to the extent that it includes a convenient and prominently visible
               feature that (1) displays an appropriate copyright notice, and (2)
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               tells the user that there is no warranty for the work (except to the
               the interface presents a list of user commands or options, such as a
       98
               menu, a prominent item in the list meets this criterion.
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            + 1. Source Code.
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                A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
124
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  - + In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.
  - If you convey a covered work, knowingly relying on a patent license,
  - and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.
  - If, pursuant to or in connection with a single transaction or
  - arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered

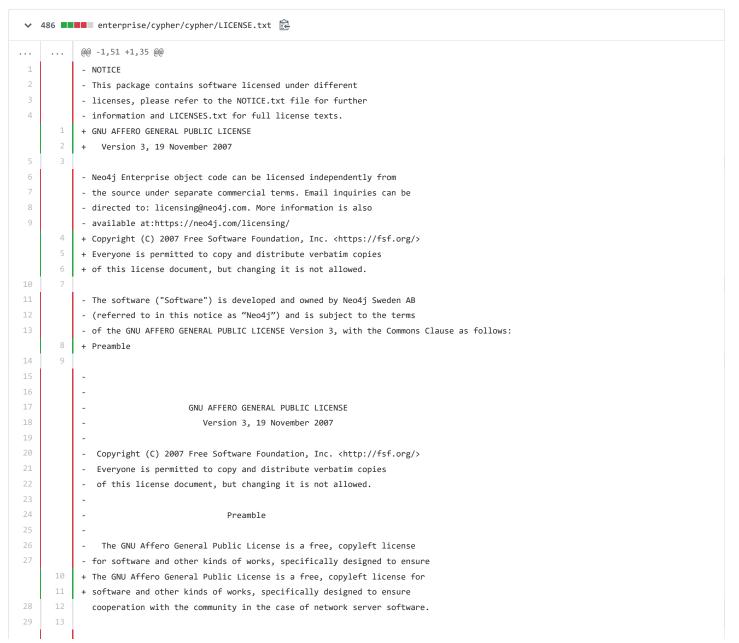
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work and works based on it.
                A patent license is "discriminatory" if it does not include within
            + A patent license is "discriminatory" if it does not include within
               the scope of its coverage, prohibits the exercise of, or is
               conditioned on the non-exercise of one or more of the rights that are
               specifically granted under this License. You may not convey a covered
               contain the covered work, unless you entered into that arrangement,
               or that patent license was granted, prior to 28 March 2007.
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            + Nothing in this License shall be construed as excluding or limiting
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               otherwise be available to you under applicable patent law.
            - 12. No Surrender of Others' Freedom.
            + 12. No Surrender of Others' Freedom.
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               covered work so as to satisfy simultaneously your obligations under this
               the Program, the only way you could satisfy both those terms and this
               License would be to refrain entirely from conveying the Program.
             - 13. Remote Network Interaction; Use with the GNU General Public License.
            + 13. Remote Network Interaction; Use with the GNU General Public License.
558
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            + Notwithstanding any other provision of this License, if you modify the
               Program, your modified version must prominently offer all users
               interacting with it remotely through a computer network (if your version
               supports such interaction) an opportunity to receive the Corresponding
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             - the option of following the terms and conditions either of that
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               Software Foundation. If the Program does not specify a version number
            - of the GNU Affero General Public License, you may choose any version
            - ever published by the Free Software Foundation.
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              versions of the GNU Affero General Public License can be used, that
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               permissions. However, no additional obligations are imposed on any
               author or copyright holder as a result of your choosing to follow a
              later version.
             - 15. Disclaimer of Warranty.
      587
            + 15. Disclaimer of Warranty.
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              ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
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            - 16. Limitation of Liability.
            + 16. Limitation of Liability.
                IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING
            + IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING
              WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS
               THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY
               GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE
624
               EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF
               SUCH DAMAGES.
            - 17. Interpretation of Sections 15 and 16.
      610
            + 17. Interpretation of Sections 15 and 16.
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0/2/2019		Case 5:110 desired the 212 tens of the companion of the state of the control of t
629		If the disclaimer of warranty and limitation of liability provided
	612	+ If the disclaimer of warranty and limitation of liability provided
630	613	above cannot be given local legal effect according to their terms,
631	614	reviewing courts shall apply local law that most closely approximates
632	615	an absolute waiver of all civil liability in connection with the
633	616	Program, unless a warranty or assumption of liability accompanies a
634	617	copy of the Program in return for a fee.
635	618	
636		- END OF TERMS AND CONDITIONS
	619	+ END OF TERMS AND CONDITIONS
637	620	
638		- How to Apply These Terms to Your New Programs
	621	+ How to Apply These Terms to Your New Programs
639	622	
640		- If you develop a new program, and you want it to be of the greatest
	623	+ If you develop a new program, and you want it to be of the greatest
641	624	possible use to the public, the best way to achieve this is to make it
642	625	free software which everyone can redistribute and change under these terms.
643	626	
644		- To do so, attach the following notices to the program. It is safest
	627	+ To do so, attach the following notices to the program. It is safest
645	628	to attach them to the start of each source file to most effectively
646	629	state the exclusion of warranty; and each file should have at least
647	630	the "copyright" line and a pointer to where the full notice is found.
648	631	the copyright line and a pointer to where the rail hotice is round.
649		- <one a="" and="" brief="" does.="" give="" idea="" it="" line="" name="" of="" program's="" the="" to="" what=""></one>
650		- Copyright (C) <year> <name author="" of=""></name></year>
	632	+ <one a="" and="" brief="" does.="" give="" idea="" it="" line="" name="" of="" program's="" the="" to="" what=""></one>
	633	+ Copyright (C) <pre></pre>
651	634	The copyright (c) year / vitaline or duction /
652	00.	- This program is free software: you can redistribute it and/or modify
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655		- License, or (at your option) any later version.
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656	639	
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661	644	
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	646	+ along with this program. If not, see <a href="https://www.gnu.org/licenses/">https://www.gnu.org/licenses/&gt;.</a>
664	647	
665	648	Also add information on how to contact you by electronic and paper mail.
666	649	
667		If your software can interact with users remotely through a computer
	650	+ If your software can interact with users remotely through a computer
668	651	network, you should also make sure that it provides a way for users to
669	652	get its source. For example, if your program is a web application, its
670	653	interface could display a "Source" link that leads users to an archive
671	654	of the code. There are many ways you could offer source, and different
672	655	solutions will be better for different programs; see section 13 for the
673	656	specific requirements.

## 10/2/2019 Case 5:10 date du 62 20 ENSEL De file to be qui ma corte 93 to 1 not vi Filite du elf 2/1-1/2 de foundament de contrat de la contrat

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               You should also get your employer (if you work as a programmer) or school,
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              if any, to sign a "copyright disclaimer" for the program, if necessary.
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            - this Commons Cause License Condition notice.
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+ "Copyright" also means copyright-like laws that apply to other kinds of
            + works, such as semiconductor masks.
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                "Copyright" also means copyright-like laws that apply to other kinds
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            - of works, such as semiconductor masks.
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                "The Program" refers to any copyrightable work licensed under this
            + "The Program" refers to any copyrightable work licensed under this
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               License. Each licensee is addressed as "you". "Licensees" and
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               "recipients" may be individuals or organizations.
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            - To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
90
               in a fashion requiring copyright permission, other than the making of an
       74
               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
93
94
            - A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
              on the Program.
97
               To "propagate" a work means to do anything with it that, without
            + To "propagate" a work means to do anything with it that, without
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       81
               permission, would make you directly or secondarily liable for
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               infringement under applicable copyright law, except executing it on a
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               computer or modifying a private copy. Propagation includes copying,
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       84
              distribution (with or without modification), making available to the
               public, and in some countries other activities as well.
       86
                To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
              parties to make or receive copies. Mere interaction with a user through
       88
       89
               a computer network, with no transfer of a copy, is not conveying.
               An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
               to the extent that it includes a convenient and prominently visible
              feature that (1) displays an appropriate copyright notice, and (2)
       94
              tells the user that there is no warranty for the work (except to the
       97
114
              the interface presents a list of user commands or options, such as a
               menu, a prominent item in the list meets this criterion.
            - __1. Source Code.
      100
            + 1. Source Code.
            - The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
              for making modifications to it. "Object code" means any non-source
              form of a work.
            - __A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
               is widely used among developers working in that language.
            - The "System Libraries" of an executable work include anything, other
            + The "System Libraries" of an executable work include anything, other
              than the work as a whole, that (a) is included in the normal form of
               packaging a Major Component, but which is not part of that Major
              Component, and (b) serves only to enable use of the work with that
136
      119
               (if any) on which the executable work runs, or a compiler used to
               produce the work, or an object code interpreter used to run it.
```

- The "Corresponding Source" for a work in object code form means all + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable 124 work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work. The Corresponding Source need not include anything that users + The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source. The Corresponding Source for a work in source code form is that + The Corresponding Source for a work in source code form is that 140 same work. 2. Basic Permissions. + 2. Basic Permissions. All rights granted under this License are granted for the term of + All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its 149 content, constitutes a covered work. This License acknowledges your 150 rights of fair use or other equivalent, as provided by copyright law. - You may make, run and propagate covered works that you do not + You may make, run and propagate covered works that you do not 170 convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you. Conveying under any other circumstances is permitted solely under + Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary. 3. Protecting Users' Legal Rights From Anti-Circumvention Law. + 3. Protecting Users' Legal Rights From Anti-Circumvention Law. - No covered work shall be deemed part of an effective technological + No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures. \_When you convey a covered work, you waive any legal power to forbid + When you convey a covered work, you waive any legal power to forbid

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  - Conveying Verbatim Copies.

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+ 4. Conveying Verbatim Copies.
                You may convey verbatim copies of the Program's source code as you
            + You may convey verbatim copies of the Program's source code as you
               receive it, in any medium, provided that you conspicuously and
204
      187
               appropriately publish on each copy an appropriate copyright notice;
               keep intact all notices stating that this License and any
               non-permissive terms added in accord with section 7 apply to the code;
               keep intact all notices of the absence of any warranty; and give all
               recipients a copy of this License along with the Program.
            - You may charge any price or no price for each copy that you convey,
            + You may charge any price or no price for each copy that you convey,
      194
               and you may offer support or warranty protection for a fee.
            - 5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
                You may convey a work based on the Program, or the modifications to
      198
            + You may convey a work based on the Program, or the modifications to
               produce it from the Program, in the form of source code under the
      200
               terms of section 4, provided that you also meet all of these conditions:
                 a) The work must carry prominent notices stating that you modified
                  it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
      204
                b) The work must carry prominent notices stating that it is
                 released under this License and any conditions added under section
            - ____7. This requirement modifies the requirement in section 4 to
                   "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
            + "keep intact all notices".
                c) You must license the entire work, as a whole, under this
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                License will therefore apply, along with any applicable section 7
                 additional terms, to the whole of the work, and all its parts,
             - ____regardless of how they are packaged. This License gives no
            - ____permission to license the work in any other way, but it does not
                invalidate such permission if you have separately received it.
            + c) You must license the entire work, as a whole, under this
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            + License will therefore apply, along with any applicable section 7
            + additional terms, to the whole of the work, and all its parts,
            + regardless of how they are packaged. This License gives no
            + permission to license the work in any other way, but it does not
            + invalidate such permission if you have separately received it.
                d) If the work has interactive user interfaces, each must display
              ____Appropriate Legal Notices; however, if the Program has interactive
                interfaces that do not display Appropriate Legal Notices, your
                work need not make them do so.
            + d) If the work has interactive user interfaces, each must display
            + Appropriate Legal Notices; however, if the Program has interactive
            + interfaces that do not display Appropriate Legal Notices, your
            + work need not make them do so.
            - _A compilation of a covered work with other separate and independent
            + A compilation of a covered work with other separate and independent
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works, which are not by their nature extensions of the covered work,
              and which are not combined with it such as to form a larger program.
              in or on a volume of a storage or distribution medium, is called an
              in an aggregate does not cause this License to apply to the other
              parts of the aggregate.
            - __6. Conveying Non-Source Forms.
            + 6. Conveying Non-Source Forms.
                You may convey a covered work in object code form under the terms
            + You may convey a covered work in object code form under the terms
              of sections 4 and 5, provided that you also convey the
              machine-readable Corresponding Source under the terms of this License,
              in one of these ways:
                a) Convey the object code in, or embodied in, a physical product
258
               (including a physical distribution medium), accompanied by the
                Corresponding Source fixed on a durable physical medium
                 customarily used for software interchange.
                 b) Convey the object code in, or embodied in, a physical product
               (including a physical distribution medium), accompanied by a
                written offer, valid for at least three years and valid for as
                long as you offer spare parts or customer support for that product
               ____model, to give anyone who possesses the object code either (1) a
              copy of the Corresponding Source for all the software in the
               product that is covered by this License, on a durable physical
               medium customarily used for software interchange, for a price no
                more than your reasonable cost of physically performing this
                  conveying of source, or (2) access to copy the
              ____Corresponding Source from a network server at no charge.
                c) Convey individual copies of the object code with a copy of the
               written offer to provide the Corresponding Source. This
                alternative is allowed only occasionally and noncommercially, and
               ___only if you received the object code with such an offer, in accord
              with subsection 6b.
              d) Convey the object code by offering access from a designated
                __place (gratis or for a charge), and offer equivalent access to the
                  Corresponding Source in the same way through the same place at no
                  further charge. You need not require recipients to copy the
              ____Corresponding Source along with the object code. If the place to
               ____copy the object code is a network server, the Corresponding Source
               may be on a different server (operated by you or a third party)
               that supports equivalent copying facilities, provided you maintain
                  clear directions next to the object code saying where to find the
              ____Corresponding Source. Regardless of what server hosts the
                Corresponding Source, you remain obligated to ensure that it is
                available for as long as needed to satisfy these requirements.
                 e) Convey the object code using peer-to-peer transmission, provided
               ____you inform other peers where the object code and Corresponding
              Source of the work are being offered to the general public at no
               charge under subsection 6d.
               _A separable portion of the object code, whose source code is excluded
            + a) Convey the object code in, or embodied in, a physical product
            + (including a physical distribution medium), accompanied by the
            + Corresponding Source fixed on a durable physical medium
            + customarily used for software interchange.
            + b) Convey the object code in, or embodied in, a physical product
```

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+ (including a physical distribution medium), accompanied by a
            + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
            + model, to give anyone who possesses the object code either (1) a
            + copy of the Corresponding Source for all the software in the
            + product that is covered by this License, on a durable physical
            + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
             + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
            + with subsection 6b.
            + d) Convey the object code by offering access from a designated
             + place (gratis or for a charge), and offer equivalent access to the
             + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
      281
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
      284
302
            - _A "User Product" is either (1) a "consumer product", which means any
      285
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
                 "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
               modification has been made.
            - If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
               User Product is transferred to the recipient in perpetuity or for a
      314
               modified object code on the User Product (for example, the work has
               been installed in ROM).
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- it, and giving a relevant date.
- + a) The work must carry prominent notices stating that you modified
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221	204	
222		- b) The work must carry prominent notices stating that it is
223		- released under this License and any conditions added under section
		<del></del>
224		7. This requirement modifies the requirement in section 4 to
225		"keep intact all notices".
	205	+ b) The work must carry prominent notices stating that it is
	206	+ released under this License and any conditions added under section
	207	+ 7. This requirement modifies the requirement in section 4 to
	208	+ "keep intact all notices".
226	209	,
227		- c) You must license the entire work, as a whole, under this
228		License to anyone who comes into possession of a copy. This
229		License will therefore apply, along with any applicable section 7
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232		permission to license the work in any other way, but it does not
233		- invalidate such permission if you have separately received it.
	210	+ c) You must license the entire work, as a whole, under this
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	212	+ License will therefore apply, along with any applicable section 7
	213	+ additional terms, to the whole of the work, and all its parts,
	214	+ regardless of how they are packaged. This License gives no
	215	+ permission to license the work in any other way, but it does not
	216	+ invalidate such permission if you have separately received it.
234	217	
235		- d) If the work has interactive user interfaces, each must display
236		- Appropriate Legal Notices; however, if the Program has interactive
237		- interfaces that do not display Appropriate Legal Notices, your
238		
230	210	work need not make them do so.
	218	+ d) If the work has interactive user interfaces, each must display
	219	+ Appropriate Legal Notices; however, if the Program has interactive
	220	+ interfaces that do not display Appropriate Legal Notices, your
	221	+ work need not make them do so.
239	222	
240		- A compilation of a covered work with other separate and independent
	223	+ A compilation of a covered work with other separate and independent
241	224	works, which are not by their nature extensions of the covered work,
242	225	and which are not combined with it such as to form a larger program,
243	226	in or on a volume of a storage or distribution medium, is called an
247	230	in an aggregate does not cause this License to apply to the other
248	231	parts of the aggregate.
249	232	
250		6. Conveying Non-Source Forms.
	233	+ 6. Conveying Non-Source Forms.
251	234	
252		- You may convey a covered work in object code form under the terms
	235	+ You may convey a covered work in object code form under the terms
253	236	of sections 4 and 5, provided that you also convey the
254	237	
		machine-readable Corresponding Source under the terms of this License,
255	238	in one of these ways:
256	239	
257		a) Convey the object code in, or embodied in, a physical product
258		(including a physical distribution medium), accompanied by the
259		- Corresponding Source fixed on a durable physical medium
260		- customarily used for software interchange.
261		
262		- b) Convey the object code in, or embodied in, a physical product
263		(including a physical distribution medium), accompanied by a
264		written offer, valid for at least three years and valid for as
265		long as you offer spare parts or customer support for that product
266		model, to give anyone who possesses the object code either (1) a
267		copy of the Corresponding Source for all the software in the
268		product that is covered by this License, on a durable physical
		<del></del>

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medium customarily used for software interchange, for a price no
           more than your reasonable cost of physically performing this
           conveying of source, or (2) access to copy the
        Corresponding Source from a network server at no charge.
       c) Convey individual copies of the object code with a copy of the
          written offer to provide the Corresponding Source. This
           alternative is allowed only occasionally and noncommercially, and
      - ___only if you received the object code with such an offer, in accord
        with subsection 6b.
        d) Convey the object code by offering access from a designated
         place (gratis or for a charge), and offer equivalent access to the
        ____Corresponding Source in the same way through the same place at no
           further charge. You need not require recipients to copy the
         Corresponding Source along with the object code. If the place to
        copy the object code is a network server, the Corresponding Source
          may be on a different server (operated by you or a third party)
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      - ___clear directions next to the object code saying where to find the
           Corresponding Source. Regardless of what server hosts the
         Corresponding Source, you remain obligated to ensure that it is
        ___available for as long as needed to satisfy these requirements.
           e) Convey the object code using peer-to-peer transmission, provided
        ____you inform other peers where the object code and Corresponding
         Source of the work are being offered to the general public at no
         charge under subsection 6d.
         A separable portion of the object code, whose source code is excluded
      + a) Convey the object code in, or embodied in, a physical product
      + (including a physical distribution medium), accompanied by the
      + Corresponding Source fixed on a durable physical medium
      + customarily used for software interchange.
      + b) Convey the object code in, or embodied in, a physical product
      + (including a physical distribution medium), accompanied by a
      + written offer, valid for at least three years and valid for as
248
      + long as you offer spare parts or customer support for that product
      + model, to give anyone who possesses the object code either (1) a
      + copy of the Corresponding Source for all the software in the
      + product that is covered by this License, on a durable physical
      + medium customarily used for software interchange, for a price no
      + more than your reasonable cost of physically performing this
      + conveying of source, or (2) access to copy the
      + Corresponding Source from a network server at no charge.
      + c) Convey individual copies of the object code with a copy of the
      + written offer to provide the Corresponding Source. This
      + alternative is allowed only occasionally and noncommercially, and
      + only if you received the object code with such an offer, in accord
      + with subsection 6b.
      + d) Convey the object code by offering access from a designated
      + place (gratis or for a charge), and offer equivalent access to the
      + Corresponding Source in the same way through the same place at no
      + further charge. You need not require recipients to copy the
      + Corresponding Source along with the object code. If the place to
      + copy the object code is a network server, the Corresponding Source
      + may be on a different server (operated by you or a third party)
      + that supports equivalent copying facilities, provided you maintain
      + clear directions next to the object code saying where to find the
      + Corresponding Source. Regardless of what server hosts the
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+ Corresponding Source, you remain obligated to ensure that it is
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            + available for as long as needed to satisfy these requirements.
            + e) Convey the object code using peer-to-peer transmission, provided
            + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
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            + A separable portion of the object code, whose source code is excluded
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            + A "User Product" is either (1) a "consumer product", which means any
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               the only significant mode of use of the product.
                _"Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
               modification has been made.
                If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
               User Product is transferred to the recipient in perpetuity or for a
               modified object code on the User Product (for example, the work has
               been installed in ROM).
334
               The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
      318
               requirement to continue to provide support service, warranty, or updates
               for a work that has been modified or installed by the recipient, or for
               the User Product in which it has been modified or installed. Access to a
               network may be denied when the modification itself materially and
               adversely affects the operation of the network or violates the rules and
               protocols for communication across the network.
             - Corresponding Source conveyed, and Installation Information provided,
            + Corresponding Source conveyed, and Installation Information provided,
               in accord with this section must be in a format that is publicly
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               unpacking, reading or copying.
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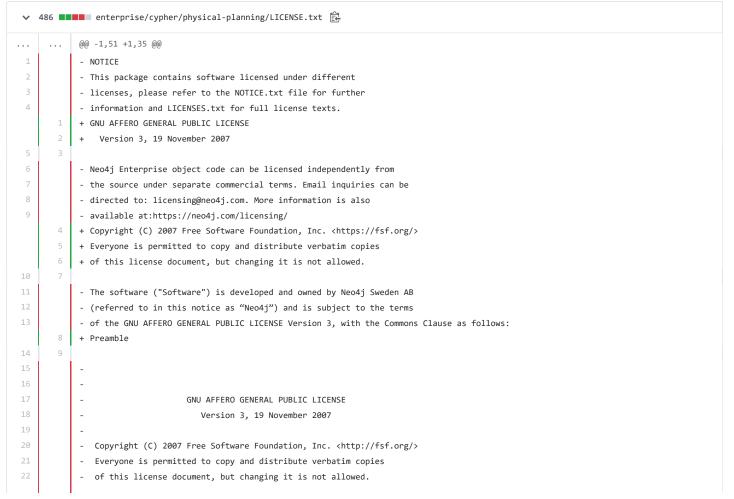
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            + If you develop a new program, and you want it to be of the greatest
               possible use to the public, the best way to achieve this is to make it
               free software which everyone can redistribute and change under these terms.
            - _To do so, attach the following notices to the program. It is safest
            + To do so, attach the following notices to the program. It is safest
               to attach them to the start of each source file to most effectively
               state the exclusion of warranty; and each file should have at least
               the "copyright" line and a pointer to where the full notice is found.
                  <one line to give the program's name and a brief idea of what it does.>
                 Copyright (C) <vear> <name of author>
             + <one line to give the program's name and a brief idea of what it does.>
             + Copyright (C) <year> <name of author>
      634
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                  it under the terms of the GNU Affero General Public License as
             - <u>published by</u> the Free Software Foundation, either version 3 of the
                  License, or (at your option) any later version.
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                but WITHOUT ANY WARRANTY; without even the implied warranty of
               MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the
                  GNU Affero General Public License for more details.
             + This program is distributed in the hope that it will be useful,
             + but WITHOUT ANY WARRANTY; without even the implied warranty of
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             + GNU Affero General Public License for more details.
                 You should have received a copy of the GNU Affero General Public License
               ___along with this program. If not, see <a href="http://www.gnu.org/licenses/">http://www.gnu.org/licenses/</a>.
             + You should have received a copy of the GNU Affero General Public License
            + along with this program. If not, see <a href="https://www.gnu.org/licenses/">https://www.gnu.org/licenses/</a>.
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               Also add information on how to contact you by electronic and paper mail.
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## 10/2/2019 Case 5:119-date-d19621206-NSELDI file to be commerce to State of the stat

666	649	
667		If your software can interact with users remotely through a computer
	650	+ If your software can interact with users remotely through a computer
668	651	network, you should also make sure that it provides a way for users to
669	652	get its source. For example, if your program is a web application, its
670	653	interface could display a "Source" link that leads users to an archive
671	654	of the code. There are many ways you could offer source, and different
672	655	solutions will be better for different programs; see section 13 for the
673	656	specific requirements.
674	657	
675		You should also get your employer (if you work as a programmer) or school,
	658	+ You should also get your employer (if you work as a programmer) or school,
676	659	if any, to sign a "copyright disclaimer" for the program, if necessary.
677	660	For more information on this, and how to apply and follow the GNU AGPL, see
678		- <http: licenses="" www.gnu.org=""></http:> .
679		-
680		-
681		- "Commons Clause" License Condition
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683		- The Software is provided to you by the Licensor under the License, as
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693		- this Commons Cause License Condition notice.
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Preamble
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            + The GNU Affero General Public License is a free, copyleft license for
           + software and other kinds of works, specifically designed to ensure
              cooperation with the community in the case of network server software.
30
              The licenses for most software and other practical works are
            - designed to take away your freedom to share and change the works. By
            - contrast, our General Public Licenses are intended to guarantee your
            - freedom to share and change all versions of a program--to make sure it
              remains free software for all its users.
            + The licenses for most software and other practical works are designed
            + to take away your freedom to share and change the works. By contrast,
            + our General Public Licenses are intended to guarantee your freedom to
            + share and change all versions of a program--to make sure it remains free
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            + software for all its users.
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            + When we speak of free software, we are referring to freedom, not
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              want it, that you can change the software or use pieces of it in new
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              free programs, and that you know you can do these things.
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              __Developers that use our General Public Licenses protect your rights
            + Developers that use our General Public Licenses protect your rights
              with two steps: (1) assert copyright on the software, and (2) offer
              you this License which gives you legal permission to copy, distribute
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              and/or modify the software.
47
               A secondary benefit of defending all users' freedom is that
            + A secondary benefit of defending all users' freedom is that
              improvements made in alternate versions of the program, if they
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              receive widespread use, become available for other developers to
              incorporate. Many developers of free software are heartened and
              letting the public access it on a server without ever releasing its
              source code to the public.
58
              The GNU Affero General Public License is designed specifically to
      42
            + The GNU Affero General Public License is designed specifically to
              ensure that, in such cases, the modified source code becomes available
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              to the community. It requires the operator of a network server to
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              provide the source code of the modified version running there to the
              users of that server. Therefore, public use of a modified version, on
      47
              a publicly accessible server, gives the public access to the source
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              code of the modified version.
               An older license, called the Affero General Public License and
      50
            + An older license, called the Affero General Public License and
              published by Affero, was designed to accomplish similar goals. This is
              a different license, not a version of the Affero GPL, but Affero has
              released a new version of the Affero GPL which permits relicensing under
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              this license.
               The precise terms and conditions for copying, distribution and
            + The precise terms and conditions for copying, distribution and
              modification follow.
      58
                                     TERMS AND CONDITIONS
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            - 0. Definitions.
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             - License.
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            + works, such as semiconductor masks.
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                "Copyright" also means copyright-like laws that apply to other kinds
             - of works, such as semiconductor masks.
85
                "The Program" refers to any copyrightable work licensed under this
            + "The Program" refers to any copyrightable work licensed under this
              License. Each licensee is addressed as "you". "Licensees" and
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               "recipients" may be individuals or organizations.
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               To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
              in a fashion requiring copyright permission, other than the making of an
       74
               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
94
                A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
       78
              on the Program.
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            - To "propagate" a work means to do anything with it that, without
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            + To "propagate" a work means to do anything with it that, without
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               permission, would make you directly or secondarily liable for
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              infringement under applicable copyright law, except executing it on a
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               computer or modifying a private copy. Propagation includes copying,
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               distribution (with or without modification), making available to the
       85
               public, and in some countries other activities as well.
103
       86
            - To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
       88
               parties to make or receive copies. Mere interaction with a user through
       89
               a computer network, with no transfer of a copy, is not conveying.
       90
            - An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
               to the extent that it includes a convenient and prominently visible
               feature that (1) displays an appropriate copyright notice, and (2)
       94
              tells the user that there is no warranty for the work (except to the
114
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              the interface presents a list of user commands or options, such as a
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              menu, a prominent item in the list meets this criterion.
                1. Source Code.
      100
            + 1. Source Code.
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               The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
              for making modifications to it. "Object code" means any non-source
               form of a work.
                A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
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      107
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
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is widely used among developers working in that language.

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- + The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.
- The "Corresponding Source" for a work in object code form means all
- + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work.
- \_\_The Corresponding Source need not include anything that users
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- + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
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- + No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.
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              circumvention of technological measures to the extent such circumvention
              is effected by exercising rights under this License with respect to
              the covered work, and you disclaim any intention to limit operation or
              modification of the work as a means of enforcing, against the work's
              users, your or third parties' legal rights to forbid circumvention of
      181
              technological measures.
            - 4. Conveying Verbatim Copies.
            + 4. Conveying Verbatim Copies.
            - You may convey verbatim copies of the Program's source code as you
            receive it, in any medium, provided that you conspicuously and
              appropriately publish on each copy an appropriate copyright notice;
              keep intact all notices stating that this License and any
      189
              non-permissive terms added in accord with section 7 apply to the code;
              keep intact all notices of the absence of any warranty; and give all
              recipients a copy of this License along with the Program.
               You may charge any price or no price for each copy that you convey,
            + You may charge any price or no price for each copy that you convey,
              and you may offer support or warranty protection for a fee.
               5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
214
            - You may convey a work based on the Program, or the modifications to
            + You may convey a work based on the Program, or the modifications to
              produce it from the Program, in the form of source code under the
              terms of section 4, provided that you also meet all of these conditions:
                 a) The work must carry prominent notices stating that you modified
               ___it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
                b) The work must carry prominent notices stating that it is
               released under this License and any conditions added under section
              _____7. This requirement modifies the requirement in section 4 to
                  "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
            + "keep intact all notices".
            - c) You must license the entire work, as a whole, under this
            - ___License to anyone who comes into possession of a copy. This
               License will therefore apply, along with any applicable section 7
               additional terms, to the whole of the work, and all its parts,
              regardless of how they are packaged. This License gives no
                 permission to license the work in any other way, but it does not
                  invalidate such permission if you have separately received it.
            + c) You must license the entire work, as a whole, under this
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            + License will therefore apply, along with any applicable section 7
            + additional terms, to the whole of the work, and all its parts,
            + regardless of how they are packaged. This License gives no
            + permission to license the work in any other way, but it does not
            + invalidate such permission if you have separately received it.
                 _d) If the work has interactive user interfaces, each must display
                 Appropriate Legal Notices; however, if the Program has interactive
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charge under subsection 6d.
                A separable portion of the object code, whose source code is excluded
            + a) Convey the object code in, or embodied in, a physical product
            + (including a physical distribution medium), accompanied by the
             + Corresponding Source fixed on a durable physical medium
            + customarily used for software interchange.
            + b) Convey the object code in, or embodied in, a physical product
             + (including a physical distribution medium), accompanied by a
             + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
             + model, to give anyone who possesses the object code either (1) a
             + copy of the Corresponding Source for all the software in the
             + product that is covered by this License, on a durable physical
             + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
             + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
             + with subsection 6b.
            + d) Convey the object code by offering access from a designated
      264
            + place (gratis or for a charge), and offer equivalent access to the
            + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
            + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
302
                A "User Product" is either (1) a "consumer product", which means any
            + A "User Product" is either (1) a "consumer product", which means any
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               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
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               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
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modification has been made.
                If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
324
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
              User Product is transferred to the recipient in perpetuity or for a
      314
               modified object code on the User Product (for example, the work has
               been installed in ROM).
               The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
               requirement to continue to provide support service, warranty, or updates
               for a work that has been modified or installed by the recipient, or for
               the User Product in which it has been modified or installed. Access to a
338
               network may be denied when the modification itself materially and
               adversely affects the operation of the network or violates the rules and
               protocols for communication across the network.
             - Corresponding Source conveyed, and Installation Information provided,
            + Corresponding Source conveyed, and Installation Information provided,
               in accord with this section must be in a format that is publicly
               documented (and with an implementation available to the public in
               source code form), and must require no special password or key for
               unpacking, reading or copying.
            - 7. Additional Terms.
            + 7. Additional Terms.
                "Additional permissions" are terms that supplement the terms of this
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            + When you convey a copy of a covered work, you may at your option
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            + a) Disclaiming warranty or limiting liability differently from the
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               author attributions in that material or in the Appropriate Legal
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            + b) Requiring preservation of specified reasonable legal notices or
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            + Notices displayed by works containing it; or
                  c) Prohibiting misrepresentation of the origin of that material, or
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	360	+ c) Prohibiting misrepresentation of the origin of that material, or
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	362	+ reasonable ways as different from the original version; or
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	382	+ <u>License, you</u> may add to a covered work material governed by the terms
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	384	+ <u>not survive such relicensing or conveying.</u>
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	386	+ If you add terms to a covered work in accord with this section, you
404	387	must place, in the relevant source files, a statement of the
405	388	additional terms that apply to those files, or a notice indicating
406	389	where to find the applicable terms.
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408		Additional terms, permissive or non-permissive, may be stated in the
400	391	+ Additional terms, permissive or non-permissive, may be stated in the
409	392	form of a separately written license, or stated as exceptions;
410	393	the above requirements apply either way.
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412	205	8. Termination.
//12	395 396	+ 8. Termination.
413	396	Vou may not propagate on modify a covered work except as expend-
414	397	You may not propagate or modify a covered work except as expressly + You may not propagate or modify a covered work except as expressly
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416	399	modify it is void, and will automatically terminate your rights under
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      318
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- + The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.
- \_A "Standard Interface" means an interface that either is an official
- + A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.
- The "System Libraries" of an executable work include anything, other
- + The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.
- The "Corresponding Source" for a work in object code form means all
- + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work.
- \_\_The Corresponding Source need not include anything that users
- + The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.
- The Corresponding Source for a work in source code form is that
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- \_\_Conveying under any other circumstances is permitted solely under
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- $\_$ 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
- + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

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186		No covered work shall be deemed part of an effective technological
	169	+ No covered work shall be deemed part of an effective technological
187	170	measure under any applicable law fulfilling obligations under article
188	171	11 of the WIPO copyright treaty adopted on 20 December 1996, or
189	172	similar laws prohibiting or restricting circumvention of such
190	173	measures.
191	174	
192		When you convey a covered work, you waive any legal power to forbid
	175	+ When you convey a covered work, you waive any legal power to forbid
193	176	circumvention of technological measures to the extent such circumvention
194	177	is effected by exercising rights under this License with respect to
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196	179	modification of the work as a means of enforcing, against the work's
197	180	users, your or third parties' legal rights to forbid circumvention of
198	181	technological measures.
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200		4. Conveying Verbatim Copies.
201	183	+ 4. Conveying Verbatim Copies.
201	184	Very many common combation and the December of the December of
202	105	You may convey verbatim copies of the Program's source code as you
203	185 186	+ You may convey verbatim copies of the Program's source code as you
204	187	receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice;
205	188	keep intact all notices stating that this License and any
206	189	non-permissive terms added in accord with section 7 apply to the code;
207	190	keep intact all notices of the absence of any warranty; and give all
208	191	recipients a copy of this License along with the Program.
209	192	recipients a copy of this Electise along with the frogram.
210		- You may charge any price or no price for each copy that you convey,
	193	+ You may charge any price or no price for each copy that you convey,
211	194	and you may offer support or warranty protection for a fee.
212	195	
213		- 5. Conveying Modified Source Versions.
	196	+ 5. Conveying Modified Source Versions.
214	197	
215		You may convey a work based on the Program, or the modifications to
	198	+ You may convey a work based on the Program, or the modifications to
216	199	produce it from the Program, in the form of source code under the
217	200	terms of section 4, provided that you also meet all of these conditions:
218	201	
219		a) The work must carry prominent notices stating that you modified
220		it, and giving a relevant date.
	202	+ a) The work must carry prominent notices stating that you modified
	203	+ it, and giving a relevant date.
221	204	b) The could must be seen to the country of the cou
222		b) The work must carry prominent notices stating that it is
223		released under this License and any conditions added under section
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223	205	"keep intact all notices". + b) The work must carry prominent notices stating that it is
	206	+ released under this License and any conditions added under section
	207	+ 7. This requirement modifies the requirement in section 4 to
	208	+ "keep intact all notices".
226	209	r keep intact all notices.
227		- c) You must license the entire work, as a whole, under this
228		- License to anyone who comes into possession of a copy. This
229		- License will therefore apply, along with any applicable section 7
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231		- regardless of how they are packaged. This License gives no
232		permission to license the work in any other way, but it does not
233		invalidate such permission if you have separately received it.
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              interfaces that do not display Appropriate Legal Notices, your
                work need not make them do so.
            + d) If the work has interactive user interfaces, each must display
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            + A compilation of a covered work with other separate and independent
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              in an aggregate does not cause this License to apply to the other
              parts of the aggregate.
               6. Conveying Non-Source Forms.
            + 6. Conveying Non-Source Forms.
            - You may convey a covered work in object code form under the terms
            + You may convey a covered work in object code form under the terms
              of sections 4 and 5, provided that you also convey the
              machine-readable Corresponding Source under the terms of this License,
              in one of these ways:
                a) Convey the object code in, or embodied in, a physical product
                (including a physical distribution medium), accompanied by the
                Corresponding Source fixed on a durable physical medium
            - ___customarily used for software interchange.
              b) Convey the object code in, or embodied in, a physical product
                (including a physical distribution medium), accompanied by a
                  written offer, valid for at least three years and valid for as
                  long as you offer spare parts or customer support for that product
             - ____model, to give anyone who possesses the object code either (1) a
               copy of the Corresponding Source for all the software in the
               ____product that is covered by this License, on a durable physical
                medium customarily used for software interchange, for a price no
                more than your reasonable cost of physically performing this
              conveying of source, or (2) access to copy the
                Corresponding Source from a network server at no charge.
              ___c) Convey individual copies of the object code with a copy of the
                  written offer to provide the Corresponding Source. This
                  alternative is allowed only occasionally and noncommercially, and
              only if you received the object code with such an offer, in accord
              ___with subsection 6b.
              ____d) Convey the object code by offering access from a designated
               ____place (gratis or for a charge), and offer equivalent access to the
              ____Corresponding Source in the same way through the same place at no
               ____further charge. You need not require recipients to copy the
                 Corresponding Source along with the object code. If the place to
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              copy the object code is a network server, the Corresponding Source
                 may be on a different server (operated by you or a third party)
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that supports equivalent copying facilities, provided you maintain
                  clear directions next to the object code saying where to find the
                  Corresponding Source. Regardless of what server hosts the
               ____Corresponding Source, you remain obligated to ensure that it is
                available for as long as needed to satisfy these requirements.
               e) Convey the object code using peer-to-peer transmission, provided
                  you inform other peers where the object code and Corresponding
             - ____Source of the work are being offered to the general public at no
               ____charge under subsection 6d.
               A separable portion of the object code, whose source code is excluded
            + a) Convey the object code in, or embodied in, a physical product
             + (including a physical distribution medium), accompanied by the
             + Corresponding Source fixed on a durable physical medium
            + customarily used for software interchange.
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            + b) Convey the object code in, or embodied in, a physical product
             + (including a physical distribution medium), accompanied by a
             + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
             + model, to give anyone who possesses the object code either (1) a
             + copy of the Corresponding Source for all the software in the
             + product that is covered by this License, on a durable physical
             + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
            + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
            + with subsection 6b.
             + d) Convey the object code by offering access from a designated
            + place (gratis or for a charge), and offer equivalent access to the
            + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
            + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
            + e) Convey the object code using peer-to-peer transmission, provided
            + you inform other peers where the object code and Corresponding
      278
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
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            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
                A "User Product" is either (1) a "consumer product", which means any
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
      287
               or household purposes, or (2) anything designed or sold for incorporation
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               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
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the only significant mode of use of the product.

- "Installation Information" for a User Product means any methods,
- + "Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.
- \_\_If you convey an object code work under this section in, or with, or
- + If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a modified object code on the User Product (for example, the work has been installed in ROM).
- The requirement to provide Installation Information does not include a
- + The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.
- Corresponding Source conveyed, and Installation Information provided,
- + Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.
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- + 7. Additional Terms.
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377		c) Prohibiting misrepresentation of the origin of that material, or
378		requiring that modified versions of such material be marked in
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	360	+ c) Prohibiting misrepresentation of the origin of that material, or
	361	+ requiring that modified versions of such material be marked in
	362	+ reasonable ways as different from the original version; or
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382		authors of the material; or
	364	+ d) Limiting the use for publicity purposes of names of licensors or
	365	+ authors of the material; or
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384		e) Declining to grant rights under trademark law for use of some
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389		it) with contractual assumptions of liability to the recipient, for
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	371	+ material by anyone who conveys the material (or modified versions of
	372	+ it) with contractual assumptions of liability to the recipient, for
	373	+ any liability that these contractual assumptions directly impose on
	374	+ those licensors and authors.
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393		- All other non-permissive additional terms are considered "further
	376	+ All other non-permissive additional terms are considered "further
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395	378	received it, or any part of it, contains a notice stating that it is
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398		- restriction but permits relicensing or conveying under this License, you
399		- may add to a covered work material governed by the terms of that license
400		- document, provided that the further restriction does not survive such
401		- relicensing or conveying.
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403		- If you add terms to a covered work in accord with this section, you
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	380	+ restriction, you may remove that term. If a license document contains
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	382	+ License, you may add to a covered work material governed by the terms
	383	+ of that license document, provided that the further restriction does
	384	+ not survive such relicensing or conveying.
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	386	+ If you add terms to a covered work in accord with this section, you
404	387	must place, in the relevant source files, a statement of the
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406	389	additional terms that apply to those files, or a notice indicating
	399	where to find the applicable terms.
407	390	Additional tarms normicains on non-normicains and to the state of the
408	204	- Additional terms, permissive or non-permissive, may be stated in the
400	391	+ Additional terms, permissive or non-permissive, may be stated in the
409	392	form of a separately written license, or stated as exceptions;

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- + 8. Termination.
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      + 17. Interpretation of Sections 15 and 16.
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        an absolute waiver of all civil liability in connection with the
        Program, unless a warranty or assumption of liability accompanies a
        copy of the Program in return for a fee.
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                               END OF TERMS AND CONDITIONS
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+ END OF TERMS AND CONDITIONS
                             How to Apply These Terms to Your New Programs
            + How to Apply These Terms to Your New Programs
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               possible use to the public, the best way to achieve this is to make it
               free software which everyone can redistribute and change under these terms.
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            + To do so, attach the following notices to the program. It is safest
               to attach them to the start of each source file to most effectively
               state the exclusion of warranty; and each file should have at least
               the "copyright" line and a pointer to where the full notice is found.
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             + <one line to give the program's name and a brief idea of what it does.>
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+ Corresponding Source from a network server at no charge.
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            + written offer to provide the Corresponding Source. This
            + alternative is allowed only occasionally and noncommercially, and
            + only if you received the object code with such an offer, in accord
            + with subsection 6b.
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            + Corresponding Source in the same way through the same place at no
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            + Corresponding Source along with the object code. If the place to
            + copy the object code is a network server, the Corresponding Source
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            + clear directions next to the object code saying where to find the
            + Corresponding Source. Regardless of what server hosts the
            + Corresponding Source, you remain obligated to ensure that it is
            + available for as long as needed to satisfy these requirements.
            + e) Convey the object code using peer-to-peer transmission, provided
            + you inform other peers where the object code and Corresponding
            + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
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            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
              included in conveying the object code work.
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            + A "User Product" is either (1) a "consumer product", which means any
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              or household purposes, or (2) anything designed or sold for incorporation
              into a dwelling. In determining whether a product is a consumer product,
              commercial, industrial or non-consumer uses, unless such uses represent
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               "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
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               and execute modified versions of a covered work in that User Product from
              a modified version of its Corresponding Source. The information must
              suffice to ensure that the continued functioning of the modified object
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              modification has been made.
               If you convey an object code work under this section in, or with, or
            324
              specifically for use in, a User Product, and the conveying occurs as
              part of a transaction in which the right of possession and use of the
              User Product is transferred to the recipient in perpetuity or for a
              modified object code on the User Product (for example, the work has
              been installed in ROM).
               The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
              requirement to continue to provide support service, warranty, or updates
              for a work that has been modified or installed by the recipient, or for
              the User Product in which it has been modified or installed. Access to a
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                If your software can interact with users remotely through a computer
             + If your software can interact with users remotely through a computer
               network, you should also make sure that it provides a way for users to
               get its source. For example, if your program is a web application, its
               interface could display a "Source" link that leads users to an archive
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              with two steps: (1) assert copyright on the software, and (2) offer
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              you this License which gives you legal permission to copy, distribute
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              and/or modify the software.
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               A secondary benefit of defending all users' freedom is that
            + A secondary benefit of defending all users' freedom is that
              improvements made in alternate versions of the program, if they
              receive widespread use, become available for other developers to
              incorporate. Many developers of free software are heartened and
              letting the public access it on a server without ever releasing its
              source code to the public.
      41
58
              The GNU Affero General Public License is designed specifically to
      42
            + The GNU Affero General Public License is designed specifically to
              ensure that, in such cases, the modified source code becomes available
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60
               to the community. It requires the operator of a network server to
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               provide the source code of the modified version running there to the
       46
               users of that server. Therefore, public use of a modified version, on
               a publicly accessible server, gives the public access to the source
64
       48
               code of the modified version.
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            - An older license, called the Affero General Public License and
       50
            + An older license, called the Affero General Public License and
               published by Affero, was designed to accomplish similar goals. This is
               a different license, not a version of the Affero GPL, but Affero has
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       58
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            + TERMS AND CONDITIONS
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            - 0. Definitions.
            + "This License" refers to version 3 of the GNU Affero General Public License.
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                "This License" refers to version 3 of the GNU Affero General Public
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             - License.
            + "Copyright" also means copyright-like laws that apply to other kinds of
            + works, such as semiconductor masks.
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                "Copyright" also means copyright-like laws that apply to other kinds
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            - of works, such as semiconductor masks.
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                "The Program" refers to any copyrightable work licensed under this
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               License. Each licensee is addressed as "you". "Licensees" and
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               "recipients" may be individuals or organizations.
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            - To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
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               in a fashion requiring copyright permission, other than the making of an
               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
94
            - A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
               on the Program.
96
            - To "propagate" a work means to do anything with it that, without
       80
            + To "propagate" a work means to do anything with it that, without
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              permission, would make you directly or secondarily liable for
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               infringement under applicable copyright law, except executing it on a
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               computer or modifying a private copy. Propagation includes copying,
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               distribution (with or without modification), making available to the
       85
               public, and in some countries other activities as well.
            - __To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
       88
               parties to make or receive copies. Mere interaction with a user through
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       89
               a computer network, with no transfer of a copy, is not conveying.
       90
108
            - __An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
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to the extent that it includes a convenient and prominently visible
               feature that (1) displays an appropriate copyright notice, and (2)
       94
               tells the user that there is no warranty for the work (except to the
               the interface presents a list of user commands or options, such as a
       98
               menu, a prominent item in the list meets this criterion.
            - __1. Source Code.
            + 1. Source Code.
                The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
               for making modifications to it. "Object code" means any non-source
               form of a work.
                A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
124
      107
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
               is widely used among developers working in that language.
                The "System Libraries" of an executable work include anything, other
            + The "System Libraries" of an executable work include anything, other
               than the work as a whole, that (a) is included in the normal form of
               packaging a Major Component, but which is not part of that Major
               Component, and (b) serves only to enable use of the work with that
               (if any) on which the executable work runs, or a compiler used to
               produce the work, or an object code interpreter used to run it.
            - __The "Corresponding Source" for a work in object code form means all
            + The "Corresponding Source" for a work in object code form means all
               the source code needed to generate, install, and (for an executable
               work) run the object code and to modify the work, including scripts to
               control those activities. However, it does not include the work's
               such as by intimate data communication or control flow between those
               subprograms and other parts of the work.
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            + The Corresponding Source need not include anything that users
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            + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
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            - 4. Conveying Verbatim Copies.
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            + 4. Conveying Verbatim Copies.
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                You may convey verbatim copies of the Program's source code as you
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235		d) If the work has interactive user interfaces, each must display
236		Appropriate Legal Notices; however, if the Program has interactive
237		interfaces that do not display Appropriate Legal Notices, your
238		work need not make them do so.
	218	+ d) If the work has interactive user interfaces, each must display
	219	+ Appropriate Legal Notices; however, if the Program has interactive
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248	231	parts of the aggregate.
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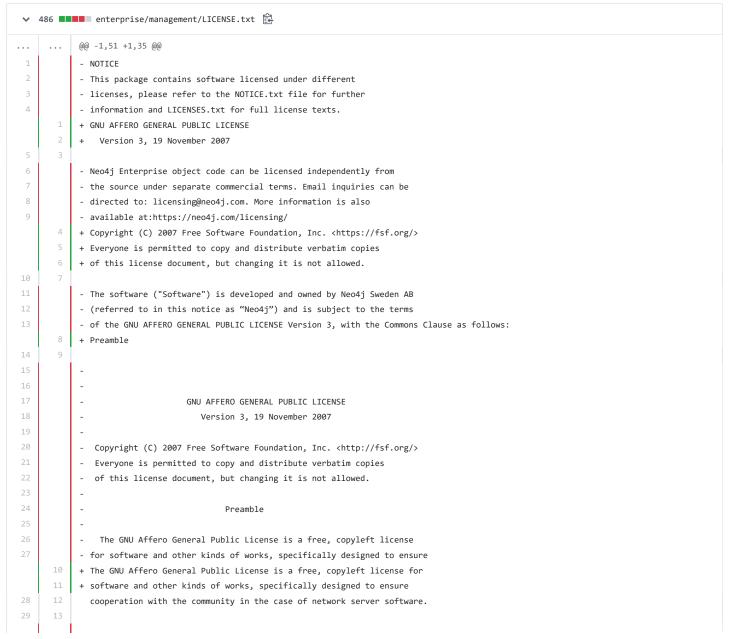
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               produce it from the Program, in the form of source code under the
      200
               terms of section 4, provided that you also meet all of these conditions:
                 a) The work must carry prominent notices stating that you modified
                  it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
      204
                b) The work must carry prominent notices stating that it is
                 released under this License and any conditions added under section
            - ____7. This requirement modifies the requirement in section 4 to
                   "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
            + "keep intact all notices".
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               License to anyone who comes into possession of a copy. This
                License will therefore apply, along with any applicable section 7
                 additional terms, to the whole of the work, and all its parts,
             - ____regardless of how they are packaged. This License gives no
            - ____permission to license the work in any other way, but it does not
                invalidate such permission if you have separately received it.
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                work need not make them do so.
            + d) If the work has interactive user interfaces, each must display
            + Appropriate Legal Notices; however, if the Program has interactive
            + interfaces that do not display Appropriate Legal Notices, your
            + work need not make them do so.
            - _A compilation of a covered work with other separate and independent
            + A compilation of a covered work with other separate and independent
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  and which are not combined with it such as to form a larger program.
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  in an aggregate does not cause this License to apply to the other
  parts of the aggregate.
- __6. Conveying Non-Source Forms.
+ 6. Conveying Non-Source Forms.
   You may convey a covered work in object code form under the terms
+ You may convey a covered work in object code form under the terms
  of sections 4 and 5, provided that you also convey the
  machine-readable Corresponding Source under the terms of this License,
  in one of these ways:
    a) Convey the object code in, or embodied in, a physical product
  (including a physical distribution medium), accompanied by the
    Corresponding Source fixed on a durable physical medium
     customarily used for software interchange.
     b) Convey the object code in, or embodied in, a physical product
  (including a physical distribution medium), accompanied by a
   written offer, valid for at least three years and valid for as
   long as you offer spare parts or customer support for that product
  ____model, to give anyone who possesses the object code either (1) a
  copy of the Corresponding Source for all the software in the
   product that is covered by this License, on a durable physical
  medium customarily used for software interchange, for a price no
   more than your reasonable cost of physically performing this
     conveying of source, or (2) access to copy the
  ____Corresponding Source from a network server at no charge.
   c) Convey individual copies of the object code with a copy of the
   written offer to provide the Corresponding Source. This
   alternative is allowed only occasionally and noncommercially, and
  ___only if you received the object code with such an offer, in accord
  ___with subsection 6b.
  d) Convey the object code by offering access from a designated
   __place (gratis or for a charge), and offer equivalent access to the
     Corresponding Source in the same way through the same place at no
     further charge. You need not require recipients to copy the
  ____Corresponding Source along with the object code. If the place to
  ____copy the object code is a network server, the Corresponding Source
  ____may be on a different server (operated by you or a third party)
  that supports equivalent copying facilities, provided you maintain
     clear directions next to the object code saying where to find the
  ____Corresponding Source. Regardless of what server hosts the
   Corresponding Source, you remain obligated to ensure that it is
   available for as long as needed to satisfy these requirements.
     e) Convey the object code using peer-to-peer transmission, provided
     you inform other peers where the object code and Corresponding
  Source of the work are being offered to the general public at no
  charge under subsection 6d.
   _A separable portion of the object code, whose source code is excluded
+ a) Convey the object code in, or embodied in, a physical product
+ (including a physical distribution medium), accompanied by the
+ Corresponding Source fixed on a durable physical medium
+ customarily used for software interchange.
+ b) Convey the object code in, or embodied in, a physical product
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+ (including a physical distribution medium), accompanied by a
            + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
            + model, to give anyone who possesses the object code either (1) a
            + copy of the Corresponding Source for all the software in the
            + product that is covered by this License, on a durable physical
             + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
             + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
            + with subsection 6b.
            + d) Convey the object code by offering access from a designated
             + place (gratis or for a charge), and offer equivalent access to the
             + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
      281
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
      284
302
            - _A "User Product" is either (1) a "consumer product", which means any
      285
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
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               into a dwelling. In determining whether a product is a consumer product,
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            + "Installation Information" for a User Product means any methods,
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               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
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            - __If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
               User Product is transferred to the recipient in perpetuity or for a
      314
               modified object code on the User Product (for example, the work has
               been installed in ROM).
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The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
               requirement to continue to provide support service, warranty, or updates
               for a work that has been modified or installed by the recipient, or for
               the User Product in which it has been modified or installed. Access to a
338
               network may be denied when the modification itself materially and
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            + Corresponding Source conveyed, and Installation Information provided,
               in accord with this section must be in a format that is publicly
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348
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            + 8. Termination.
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              remains free software for all its users.
            + The licenses for most software and other practical works are designed
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            + share and change all versions of a program--to make sure it remains free
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              and/or modify the software.
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            - _A secondary benefit of defending all users' freedom is that
            + A secondary benefit of defending all users' freedom is that
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public, and in some countries other activities as well. 86 To "convey" a work means any kind of propagation that enables other 87 + To "convey" a work means any kind of propagation that enables other 88 parties to make or receive copies. Mere interaction with a user through 106 89 a computer network, with no transfer of a copy, is not conveying. 107 90 An interactive user interface displays "Appropriate Legal Notices" + An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible 110 feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the the interface presents a list of user commands or options, such as a 98 menu, a prominent item in the list meets this criterion. - 1. Source Code. 100 + 1. Source Code. 118 101 The "source code" for a work means the preferred form of the work + The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work. A "Standard Interface" means an interface that either is an official + A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that 109 is widely used among developers working in that language. 110 128 The "System Libraries" of an executable work include anything, other + The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it. - The "Corresponding Source" for a work in object code form means all + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work. - The Corresponding Source need not include anything that users + The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding 154 Source. - \_\_The Corresponding Source for a work in source code form is that + The Corresponding Source for a work in source code form is that same work. 141 - 2. Basic Permissions. + 2. Basic Permissions. All rights granted under this License are granted for the term of + All rights granted under this License are granted for the term of 145 copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited 164 147 permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its

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            + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
             - No covered work shall be deemed part of an effective technological
            + No covered work shall be deemed part of an effective technological
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               measure under any applicable law fulfilling obligations under article
               11 of the WIPO copyright treaty adopted on 20 December 1996, or
               similar laws prohibiting or restricting circumvention of such
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                When you convey a covered work, you waive any legal power to forbid
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               technological measures.
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            + 4. Conveying Verbatim Copies.
201
              You may convey verbatim copies of the Program's source code as you
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            + You may convey verbatim copies of the Program's source code as you
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            + You may charge any price or no price for each copy that you convey,
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               and you may offer support or warranty protection for a fee.
                5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
                You may convey a work based on the Program, or the modifications to
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            + You may convey a work based on the Program, or the modifications to
               produce it from the Program, in the form of source code under the
               terms of section 4, provided that you also meet all of these conditions:
               ___a) The work must carry prominent notices stating that you modified
                it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
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222		h) The week must some meaningst notices stating that it is
		b) The work must carry prominent notices stating that it is
223		released under this License and any conditions added under section
224		7. This requirement modifies the requirement in section 4 to
225		"keep intact all notices".
	205	+ b) The work must carry prominent notices stating that it is
	206	+ released under this License and any conditions added under section
		•
	207	+ 7. This requirement modifies the requirement in section 4 to
	208	+ "keep intact all notices".
226	209	
227		- c) You must license the entire work, as a whole, under this
228		- License to anyone who comes into possession of a copy. This
229		- License will therefore apply, along with any applicable section 7
230		additional terms, to the whole of the work, and all its parts,
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232		permission to license the work in any other way, but it does not
233		- invalidate such permission if you have separately received it.
	210	+ c) You must license the entire work, as a whole, under this
	211	+ License to anyone who comes into possession of a copy. This
	212	+ License will therefore apply, along with any applicable section 7
	213	+ additional terms, to the whole of the work, and all its parts,
	214	+ regardless of how they are packaged. This License gives no
	215	+ permission to license the work in any other way, but it does not
	216	+ invalidate such permission if you have separately received it.
234	217	Invalidate Sacio permission in you have separately received its
	21/	N =6
235		d) If the work has interactive user interfaces, each must display
236		Appropriate Legal Notices; however, if the Program has interactive
237		interfaces that do not display Appropriate Legal Notices, your
238		- work need not make them do so.
	218	+ d) If the work has interactive user interfaces, each must display
	219	+ Appropriate Legal Notices; however, if the Program has interactive
	220	+ interfaces that do not display Appropriate Legal Notices, your
	221	+ work need not make them do so.
239	222	
240		- A compilation of a covered work with other separate and independent
	223	+ A compilation of a covered work with other separate and independent
241	224	works, which are not by their nature extensions of the covered work,
242	225	and which are not combined with it such as to form a larger program,
243	226	in or on a volume of a storage or distribution medium, is called an
247	230	in an aggregate does not cause this License to apply to the other
248	231	parts of the aggregate.
249	232	
250		- 6. Conveying Non-Source Forms.
	233	+ 6. Conveying Non-Source Forms.
251		. G. Conveying Mon-Source Forms.
251	234	
252		You may convey a covered work in object code form under the terms
	235	+ You may convey a covered work in object code form under the terms
253	236	of sections 4 and 5, provided that you also convey the
254	237	machine-readable Corresponding Source under the terms of this License,
255	238	in one of these ways:
256	239	In the or enese ways.
	239	
257		a) Convey the object code in, or embodied in, a physical product
258		(including a physical distribution medium), accompanied by the
259		Corresponding Source fixed on a durable physical medium
260		- customarily used for software interchange.
261		
		h) Convoy the chiest code in an embedded in a chiest-1 and the
262		b) Convey the object code in, or embodied in, a physical product
263		(including a physical distribution medium), accompanied by a
264		written offer, valid for at least three years and valid for as
265		long as you offer spare parts or customer support for that product
266		- model, to give anyone who possesses the object code either (1) a
267		- copy of the Corresponding Source for all the software in the
268		product that is covered by this License, on a durable physical
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medium customarily used for software interchange, for a price no
          more than your reasonable cost of physically performing this
           conveying of source, or (2) access to copy the
        Corresponding Source from a network server at no charge.
       ___c) Convey individual copies of the object code with a copy of the
          written offer to provide the Corresponding Source. This
           alternative is allowed only occasionally and noncommercially, and
      - ___only if you received the object code with such an offer, in accord
        with subsection 6b.
        d) Convey the object code by offering access from a designated
         place (gratis or for a charge), and offer equivalent access to the
            Corresponding Source in the same way through the same place at no
        ____further charge. You need not require recipients to copy the
         Corresponding Source along with the object code. If the place to
        copy the object code is a network server, the Corresponding Source
          may be on a different server (operated by you or a third party)
           that supports equivalent copying facilities, provided you maintain
      - ___clear directions next to the object code saying where to find the
           Corresponding Source. Regardless of what server hosts the
         Corresponding Source, you remain obligated to ensure that it is
        ___available for as long as needed to satisfy these requirements.
           e) Convey the object code using peer-to-peer transmission, provided
        ____you inform other peers where the object code and Corresponding
         Source of the work are being offered to the general public at no
         charge under subsection 6d.
         A separable portion of the object code, whose source code is excluded
      + a) Convey the object code in, or embodied in, a physical product
      + (including a physical distribution medium), accompanied by the
      + Corresponding Source fixed on a durable physical medium
      + customarily used for software interchange.
      + b) Convey the object code in, or embodied in, a physical product
      + (including a physical distribution medium), accompanied by a
      + written offer, valid for at least three years and valid for as
248
      + long as you offer spare parts or customer support for that product
      + model, to give anyone who possesses the object code either (1) a
      + copy of the Corresponding Source for all the software in the
      + product that is covered by this License, on a durable physical
      + medium customarily used for software interchange, for a price no
      + more than your reasonable cost of physically performing this
      + conveying of source, or (2) access to copy the
      + Corresponding Source from a network server at no charge.
      + c) Convey individual copies of the object code with a copy of the
      + written offer to provide the Corresponding Source. This
      + alternative is allowed only occasionally and noncommercially, and
      + only if you received the object code with such an offer, in accord
      + with subsection 6b.
      + d) Convey the object code by offering access from a designated
      + place (gratis or for a charge), and offer equivalent access to the
      + Corresponding Source in the same way through the same place at no
      + further charge. You need not require recipients to copy the
      + Corresponding Source along with the object code. If the place to
      + copy the object code is a network server, the Corresponding Source
      + may be on a different server (operated by you or a third party)
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+ that supports equivalent copying facilities, provided you maintain + clear directions next to the object code saying where to find the + Corresponding Source. Regardless of what server hosts the

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+ Corresponding Source, you remain obligated to ensure that it is
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            + available for as long as needed to satisfy these requirements.
            + e) Convey the object code using peer-to-peer transmission, provided
            + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
                A "User Product" is either (1) a "consumer product", which means any
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
               modification has been made.
                If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
               User Product is transferred to the recipient in perpetuity or for a
               modified object code on the User Product (for example, the work has
               been installed in ROM).
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               The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
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               requirement to continue to provide support service, warranty, or updates
               for a work that has been modified or installed by the recipient, or for
               the User Product in which it has been modified or installed. Access to a
               network may be denied when the modification itself materially and
               adversely affects the operation of the network or violates the rules and
               protocols for communication across the network.
             - Corresponding Source conveyed, and Installation Information provided,
            + Corresponding Source conveyed, and Installation Information provided,
               in accord with this section must be in a format that is publicly
               documented (and with an implementation available to the public in
               source code form), and must require no special password or key for
               unpacking, reading or copying.
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    __7. Additional Terms.

            + 7. Additional Terms.
            - __"Additional permissions" are terms that supplement the terms of this
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	358	+ Notices displayed by works containing it; or
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	364	+ d) Limiting the use for publicity purposes of names of licensors or
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	367	+ e) Declining to grant rights under trademark law for use of some
	368	+ trade names, trademarks, or service marks; or
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               reinstated, you do not qualify to receive new licenses for the same
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               run a copy of the Program. Ancillary propagation of a covered work
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              occurring solely as a consequence of using peer-to-peer transmission
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              not accept this License. Therefore, by modifying or propagating a
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               covered work, you indicate your acceptance of this License to do so.
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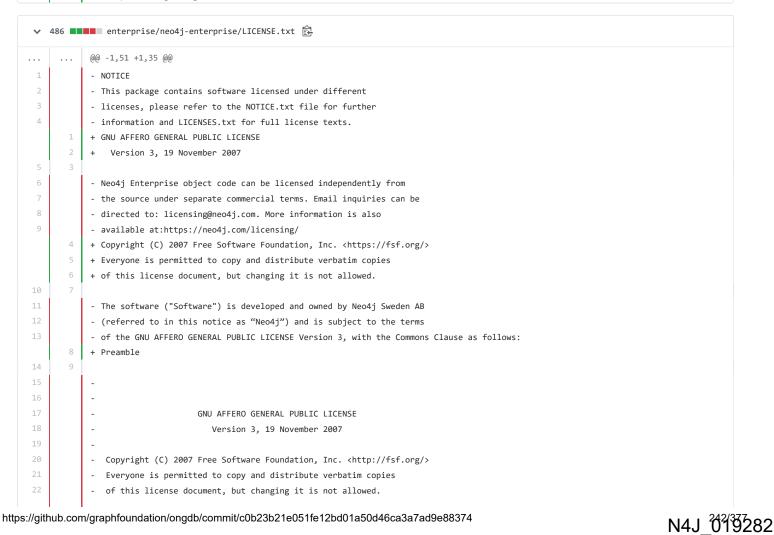
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country that you have reason to believe are valid.
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               arrangement, you convey, or propagate by procuring conveyance of, a
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      524
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               12. No Surrender of Others' Freedom.
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            - versions will be similar in spirit to the present version, but may differ
             - in detail to address new problems or concerns.
585
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             - Program specifies that a certain numbered version of the GNU Affero
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      + 15. Disclaimer of Warranty.
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             - 17. Interpretation of Sections 15 and 16.
      610
            + 17. Interpretation of Sections 15 and 16.
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634
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             + How to Apply These Terms to Your New Programs
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            + To do so, attach the following notices to the program. It is safest
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               state the exclusion of warranty; and each file should have at least
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      647
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## Case 5:10 dated the 20 to 18 tile to the countries of the 10/2/2019

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666	649	
667		If your software can interact with users remotely through a computer
	650	+ If your software can interact with users remotely through a computer
668	651	network, you should also make sure that it provides a way for users to
669	652	get its source. For example, if your program is a web application, its
670	653	interface could display a "Source" link that leads users to an archive
671	654	of the code. There are many ways you could offer source, and different
672	655	solutions will be better for different programs; see section 13 for the
673	656	specific requirements.
674	657	
675		You should also get your employer (if you work as a programmer) or school,
	658	+ You should also get your employer (if you work as a programmer) or school,
676	659	if any, to sign a "copyright disclaimer" for the program, if necessary.
677	660	For more information on this, and how to apply and follow the GNU AGPL, see
678		- <http: licenses="" www.gnu.org=""></http:> .
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680		-
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            + The GNU Affero General Public License is a free, copyleft license for
            + software and other kinds of works, specifically designed to ensure
              cooperation with the community in the case of network server software.
30
              The licenses for most software and other practical works are
            - designed to take away your freedom to share and change the works. By
            - contrast, our General Public Licenses are intended to guarantee your
            - freedom to share and change all versions of a program--to make sure it
              remains free software for all its users.
            + The licenses for most software and other practical works are designed
            + to take away your freedom to share and change the works. By contrast,
            + our General Public Licenses are intended to guarantee your freedom to
            + share and change all versions of a program--to make sure it remains free
      18
            + software for all its users.
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              price. Our General Public Licenses are designed to make sure that you
              have the freedom to distribute copies of free software (and charge for
              them if you wish), that you receive source code or can get it if you
              want it, that you can change the software or use pieces of it in new
41
              free programs, and that you know you can do these things.
42
43
              __Developers that use our General Public Licenses protect your rights
            + Developers that use our General Public Licenses protect your rights
              with two steps: (1) assert copyright on the software, and (2) offer
              you this License which gives you legal permission to copy, distribute
46
              and/or modify the software.
47
               A secondary benefit of defending all users' freedom is that
            + A secondary benefit of defending all users' freedom is that
              improvements made in alternate versions of the program, if they
      34
50
              receive widespread use, become available for other developers to
              incorporate. Many developers of free software are heartened and
              letting the public access it on a server without ever releasing its
              source code to the public.
58
              The GNU Affero General Public License is designed specifically to
      42
            + The GNU Affero General Public License is designed specifically to
              ensure that, in such cases, the modified source code becomes available
      44
              to the community. It requires the operator of a network server to
      45
              provide the source code of the modified version running there to the
              users of that server. Therefore, public use of a modified version, on
      47
              a publicly accessible server, gives the public access to the source
      48
              code of the modified version.
               An older license, called the Affero General Public License and
            + An older license, called the Affero General Public License and
              published by Affero, was designed to accomplish similar goals. This is
              a different license, not a version of the Affero GPL, but Affero has
              released a new version of the Affero GPL which permits relicensing under
70
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      58
                                     TERMS AND CONDITIONS
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            - 0. Definitions.
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                "This License" refers to version 3 of the GNU Affero General Public
             - License.
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            + works, such as semiconductor masks.
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                "Copyright" also means copyright-like laws that apply to other kinds
            - of works, such as semiconductor masks.
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                "The Program" refers to any copyrightable work licensed under this
            + "The Program" refers to any copyrightable work licensed under this
              License. Each licensee is addressed as "you". "Licensees" and
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               "recipients" may be individuals or organizations.
89
               To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
              in a fashion requiring copyright permission, other than the making of an
       74
               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
94
                A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
       78
              on the Program.
96
            - To "propagate" a work means to do anything with it that, without
       80
            + To "propagate" a work means to do anything with it that, without
98
       81
               permission, would make you directly or secondarily liable for
       82
              infringement under applicable copyright law, except executing it on a
       83
               computer or modifying a private copy. Propagation includes copying,
101
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               distribution (with or without modification), making available to the
       85
              public, and in some countries other activities as well.
103
       86
            - To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
       88
               parties to make or receive copies. Mere interaction with a user through
       89
               a computer network, with no transfer of a copy, is not conveying.
       90
            - An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
               to the extent that it includes a convenient and prominently visible
               feature that (1) displays an appropriate copyright notice, and (2)
       94
              tells the user that there is no warranty for the work (except to the
114
       97
              the interface presents a list of user commands or options, such as a
       98
              menu, a prominent item in the list meets this criterion.
                1. Source Code.
      100
            + 1. Source Code.
      101
               The "source code" for a work means the preferred form of the work
           + The "source code" for a work means the preferred form of the work
              for making modifications to it. "Object code" means any non-source
               form of a work.
                A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
124
      107
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
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is widely used among developers working in that language.

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- + The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.
- The "Corresponding Source" for a work in object code form means all
- + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work.
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- + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
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              modification of the work as a means of enforcing, against the work's
              users, your or third parties' legal rights to forbid circumvention of
      181
              technological measures.
            - 4. Conveying Verbatim Copies.
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              keep intact all notices stating that this License and any
      189
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               You may charge any price or no price for each copy that you convey,
            + You may charge any price or no price for each copy that you convey,
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               5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
214
            - You may convey a work based on the Program, or the modifications to
            + You may convey a work based on the Program, or the modifications to
              produce it from the Program, in the form of source code under the
              terms of section 4, provided that you also meet all of these conditions:
                 a) The work must carry prominent notices stating that you modified
               ___it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
                b) The work must carry prominent notices stating that it is
               released under this License and any conditions added under section
              7. This requirement modifies the requirement in section 4 to
                  "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
            + "keep intact all notices".
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              regardless of how they are packaged. This License gives no
                 permission to license the work in any other way, but it does not
                  invalidate such permission if you have separately received it.
            + c) You must license the entire work, as a whole, under this
            + License to anyone who comes into possession of a copy. This
            + License will therefore apply, along with any applicable section 7
            + additional terms, to the whole of the work, and all its parts,
            + regardless of how they are packaged. This License gives no
            + permission to license the work in any other way, but it does not
            + invalidate such permission if you have separately received it.
                 _d) If the work has interactive user interfaces, each must display
                 Appropriate Legal Notices; however, if the Program has interactive
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interfaces that do not display Appropriate Legal Notices, your
           work need not make them do so.
      + d) If the work has interactive user interfaces, each must display
      + Appropriate Legal Notices; however, if the Program has interactive
      + interfaces that do not display Appropriate Legal Notices, your
      + work need not make them do so.
         A compilation of a covered work with other separate and independent
      + A compilation of a covered work with other separate and independent
        works, which are not by their nature extensions of the covered work,
        and which are not combined with it such as to form a larger program,
        in or on a volume of a storage or distribution medium, is called an
        in an aggregate does not cause this License to apply to the other
        parts of the aggregate.
      - 6. Conveying Non-Source Forms.
      + 6. Conveying Non-Source Forms.
234
         You may convey a covered work in object code form under the terms
      + You may convey a covered work in object code form under the terms
        of sections 4 and 5, provided that you also convey the
        machine-readable Corresponding Source under the terms of this License,
        in one of these ways:
          a) Convey the object code in, or embodied in, a physical product
        ____(including a physical distribution medium), accompanied by the
         Corresponding Source fixed on a durable physical medium
         customarily used for software interchange.
          b) Convey the object code in, or embodied in, a physical product
      - ____(including a physical distribution medium), accompanied by a
           written offer, valid for at least three years and valid for as
        ___long as you offer spare parts or customer support for that product
         model, to give anyone who possesses the object code either (1) a
         copy of the Corresponding Source for all the software in the
        ____product that is covered by this License, on a durable physical
        medium customarily used for software interchange, for a price no
         more than your reasonable cost of physically performing this
        conveying of source, or (2) access to copy the
         Corresponding Source from a network server at no charge.
      - ____c) Convey individual copies of the object code with a copy of the
        ___written offer to provide the Corresponding Source. This
         alternative is allowed only occasionally and noncommercially, and
         only if you received the object code with such an offer, in accord
        with subsection 6b.
      - ___d) Convey the object code by offering access from a designated
         place (gratis or for a charge), and offer equivalent access to the
         Corresponding Source in the same way through the same place at no
          further charge. You need not require recipients to copy the
           Corresponding Source along with the object code. If the place to
           copy the object code is a network server, the Corresponding Source
        may be on a different server (operated by you or a third party)
         that supports equivalent copying facilities, provided you maintain
         clear directions next to the object code saying where to find the
        Corresponding Source. Regardless of what server hosts the
        Corresponding Source, you remain obligated to ensure that it is
        ___available for as long as needed to satisfy these requirements.
           e) Convey the object code using peer-to-peer transmission, provided
          you inform other peers where the object code and Corresponding
           Source of the work are being offered to the general public at no
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charge under subsection 6d.
                A separable portion of the object code, whose source code is excluded
            + a) Convey the object code in, or embodied in, a physical product
            + (including a physical distribution medium), accompanied by the
             + Corresponding Source fixed on a durable physical medium
            + customarily used for software interchange.
            + b) Convey the object code in, or embodied in, a physical product
             + (including a physical distribution medium), accompanied by a
             + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
             + model, to give anyone who possesses the object code either (1) a
             + copy of the Corresponding Source for all the software in the
             + product that is covered by this License, on a durable physical
             + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
             + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
             + with subsection 6b.
            + d) Convey the object code by offering access from a designated
      264
            + place (gratis or for a charge), and offer equivalent access to the
            + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
            + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
302
                A "User Product" is either (1) a "consumer product", which means any
            + A "User Product" is either (1) a "consumer product", which means any
303
               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
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- + 4. Conveying Verbatim Copies.
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- 5. Conveying Modified Source Versions.
- + 5. Conveying Modified Source Versions.

0/2/2019		Case 5. Lipidated the 2. Library file to be pure less to not violate the last 1.1. graph found at by on good @ color 28 de 28 de la trub
215		You may convey a work based on the Program, or the modifications to
	198	+ You may convey a work based on the Program, or the modifications to
216	199	produce it from the Program, in the form of source code under the
217	200	terms of section 4, provided that you also meet all of these conditions:
218	201	
219		- a) The work must carry prominent notices stating that you modified
220		- it, and giving a relevant date.
	202	+ a) The work must carry prominent notices stating that you modified
	203	+ it, and giving a relevant date.
221	204	
222		- b) The work must carry prominent notices stating that it is
223		- released under this License and any conditions added under section
224		- 7. This requirement modifies the requirement in section 4 to
225		- "keep intact all notices".
	205	+ b) The work must carry prominent notices stating that it is
	206	+ released under this License and any conditions added under section
	207	+ 7. This requirement modifies the requirement in section 4 to
	208	+ "keep intact all notices".
226	209	
227		- c) You must license the entire work, as a whole, under this
228		- License to anyone who comes into possession of a copy. This
229		- License will therefore apply, along with any applicable section 7
230		- additional terms, to the whole of the work, and all its parts,
231		- regardless of how they are packaged. This License gives no
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	214	+ regardless of how they are packaged. This License gives no
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	216	+ invalidate such permission if you have separately received it.
234	217	, ,
235		- d) If the work has interactive user interfaces, each must display
236		- Appropriate Legal Notices; however, if the Program has interactive
237		- interfaces that do not display Appropriate Legal Notices, your
238		- work need not make them do so.
	218	+ d) If the work has interactive user interfaces, each must display
	219	+ Appropriate Legal Notices; however, if the Program has interactive
	220	+ interfaces that do not display Appropriate Legal Notices, your
	221	+ work need not make them do so.
239	222	
240		- A compilation of a covered work with other separate and independent
	223	+ A compilation of a covered work with other separate and independent
241	224	works, which are not by their nature extensions of the covered work,
242	225	and which are not combined with it such as to form a larger program,
243	226	in or on a volume of a storage or distribution medium, is called an
247	230	in an aggregate does not cause this License to apply to the other
248	231	parts of the aggregate.
249	232	
250		6. Conveying Non-Source Forms.
	233	+ 6. Conveying Non-Source Forms.
251	234	
252		You may convey a covered work in object code form under the terms
	235	+ You may convey a covered work in object code form under the terms
253	236	of sections 4 and 5, provided that you also convey the
254	237	machine-readable Corresponding Source under the terms of this License,
255	238	in one of these ways:
256	239	
257		a) Convey the object code in, or embodied in, a physical product
258		(including a physical distribution medium), accompanied by the
259		Corresponding Source fixed on a durable physical medium

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customarily used for software interchange.
     b) Convey the object code in, or embodied in, a physical product
  ____(including a physical distribution medium), accompanied by a
     written offer, valid for at least three years and valid for as
   long as you offer spare parts or customer support for that product
   model, to give anyone who possesses the object code either (1) a
     copy of the Corresponding Source for all the software in the
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  medium customarily used for software interchange, for a price no
   more than your reasonable cost of physically performing this
   conveying of source, or (2) access to copy the
   Corresponding Source from a network server at no charge.
- ____c) Convey individual copies of the object code with a copy of the
   written offer to provide the Corresponding Source. This
   alternative is allowed only occasionally and noncommercially, and
    only if you received the object code with such an offer, in accord
     with subsection 6b.
     d) Convey the object code by offering access from a designated
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   Corresponding Source in the same way through the same place at no
   further charge. You need not require recipients to copy the
     Corresponding Source along with the object code. If the place to
  ___copy the object code is a network server, the Corresponding Source
   may be on a different server (operated by you or a third party)
  that supports equivalent copying facilities, provided you maintain
   clear directions next to the object code saying where to find the
     Corresponding Source. Regardless of what server hosts the
  ____Corresponding Source, you remain obligated to ensure that it is
  available for as long as needed to satisfy these requirements.
   e) Convey the object code using peer-to-peer transmission, provided
   you inform other peers where the object code and Corresponding
     Source of the work are being offered to the general public at no
  ____charge under subsection 6d.
  A separable portion of the object code, whose source code is excluded
+ a) Convey the object code in, or embodied in, a physical product
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+ long as you offer spare parts or customer support for that product
+ model, to give anyone who possesses the object code either (1) a
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+ conveying of source, or (2) access to copy the
+ Corresponding Source from a network server at no charge.
+ c) Convey individual copies of the object code with a copy of the
+ written offer to provide the Corresponding Source. This
+ alternative is allowed only occasionally and noncommercially, and
+ only if you received the object code with such an offer, in accord
+ with subsection 6b.
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+ d) Convey the object code by offering access from a designated

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+ place (gratis or for a charge), and offer equivalent access to the
            + Corresponding Source in the same way through the same place at no
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            + may be on a different server (operated by you or a third party)
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             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
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      281
            + A separable portion of the object code, whose source code is excluded
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               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
                A "User Product" is either (1) a "consumer product", which means any
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
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               commercial, industrial or non-consumer uses, unless such uses represent
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                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
      303
               code is in no case prevented or interfered with solely because
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               If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
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               User Product is transferred to the recipient in perpetuity or for a
               modified object code on the User Product (for example, the work has
               been installed in ROM).
                The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
      318
               requirement to continue to provide support service, warranty, or updates
               for a work that has been modified or installed by the recipient, or for
               the User Product in which it has been modified or installed. Access to a
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            + Corresponding Source conveyed, and Installation Information provided,
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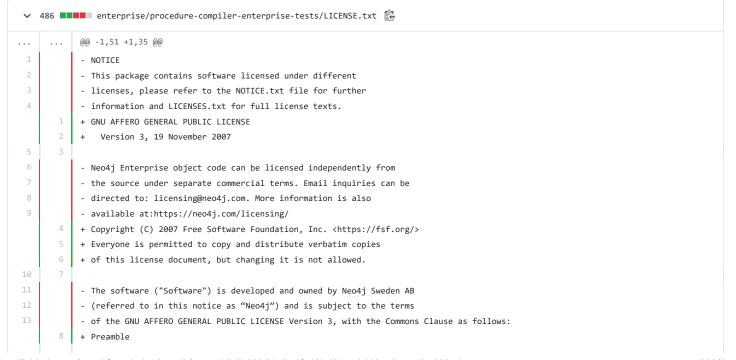
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      + GNU Affero General Public License for more details.
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      + along with this program. If not, see <a href="https://www.gnu.org/licenses/">https://www.gnu.org/licenses/</a>.
         Also add information on how to contact you by electronic and paper mail.
          If your software can interact with users remotely through a computer
      + If your software can interact with users remotely through a computer
         network, you should also make sure that it provides a way for users to
         get its source. For example, if your program is a web application, its
         interface could display a "Source" link that leads users to an archive
         of the code. There are many ways you could offer source, and different
         solutions will be better for different programs; see section 13 for the
         specific requirements.
      - You should also get your employer (if you work as a programmer) or school,
658
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                The GNU Affero General Public License is a free, copyleft license
            - for software and other kinds of works, specifically designed to ensure
            + The GNU Affero General Public License is a free, copyleft license for
            + software and other kinds of works, specifically designed to ensure
              cooperation with the community in the case of network server software.
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               The licenses for most software and other practical works are
            - designed to take away your freedom to share and change the works. By
            - contrast, our General Public Licenses are intended to guarantee your
            - freedom to share and change all versions of a program--to make sure it
            - remains free software for all its users.
            + The licenses for most software and other practical works are designed
            + to take away your freedom to share and change the works. By contrast,
            + our General Public Licenses are intended to guarantee your freedom to
            + share and change all versions of a program--to make sure it remains free
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            + software for all its users.
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                When we speak of free software, we are referring to freedom, not
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            + When we speak of free software, we are referring to freedom, not
              price. Our General Public Licenses are designed to make sure that you
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              have the freedom to distribute copies of free software (and charge for
              them if you wish), that you receive source code or can get it if you
              want it, that you can change the software or use pieces of it in new
              free programs, and that you know you can do these things.
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            + Developers that use our General Public Licenses protect your rights
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              with two steps: (1) assert copyright on the software, and (2) offer
              you this License which gives you legal permission to copy, distribute
              and/or modify the software.
47
               A secondary benefit of defending all users' freedom is that
            + A secondary benefit of defending all users' freedom is that
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              improvements made in alternate versions of the program, if they
              receive widespread use, become available for other developers to
              incorporate. Many developers of free software are heartened and
              letting the public access it on a server without ever releasing its
      40
              source code to the public.
      41
               The GNU Affero General Public License is designed specifically to
      42
            + The GNU Affero General Public License is designed specifically to
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              ensure that, in such cases, the modified source code becomes available
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              to the community. It requires the operator of a network server to
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              provide the source code of the modified version running there to the
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              users of that server. Therefore, public use of a modified version, on
      47
              a publicly accessible server, gives the public access to the source
              code of the modified version.
      49
              An older license, called the Affero General Public License and
      50
            + An older license, called the Affero General Public License and
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               released a new version of the Affero GPL which permits relicensing under
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            - The precise terms and conditions for copying, distribution and
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                0. Definitions.
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                "This License" refers to version 3 of the GNU Affero General Public
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            + works, such as semiconductor masks.
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                 "Copyright" also means copyright-like laws that apply to other kinds
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            - of works, such as semiconductor masks.
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                 "The Program" refers to any copyrightable work licensed under this
            + "The Program" refers to any copyrightable work licensed under this
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               License. Each licensee is addressed as "you". "Licensees" and
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               "recipients" may be individuals or organizations.
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                To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
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               in a fashion requiring copyright permission, other than the making of an
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               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
                A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
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               on the Program.
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            - __To "propagate" a work means to do anything with it that, without
       80
            + To "propagate" a work means to do anything with it that, without
               permission, would make you directly or secondarily liable for
       82
               infringement under applicable copyright law, except executing it on a
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               computer or modifying a private copy. Propagation includes copying,
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               distribution (with or without modification), making available to the
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               public, and in some countries other activities as well.
               To "convey" a work means any kind of propagation that enables other
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            + To "convey" a work means any kind of propagation that enables other
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               parties to make or receive copies. Mere interaction with a user through
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       89
               a computer network, with no transfer of a copy, is not conveying.
       90
                An interactive user interface displays "Appropriate Legal Notices"
       91
            + An interactive user interface displays "Appropriate Legal Notices"
               to the extent that it includes a convenient and prominently visible
110
               feature that (1) displays an appropriate copyright notice, and (2)
               tells the user that there is no warranty for the work (except to the
               the interface presents a list of user commands or options, such as a
       98
               menu, a prominent item in the list meets this criterion.

    Source Code.

            + 1. Source Code.
118
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142

143

- The "source code" for a work means the preferred form of the work
- + The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.
- \_\_A "Standard Interface" means an interface that either is an official
- + A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.
- The "System Libraries" of an executable work include anything, other
- + The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.
- The "Corresponding Source" for a work in object code form means all
- + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work.
- \_\_The Corresponding Source need not include anything that users
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- $\_$ 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
- + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

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186		No covered work shall be deemed part of an effective technological
	169	+ No covered work shall be deemed part of an effective technological
187	170	measure under any applicable law fulfilling obligations under article
188	171	11 of the WIPO copyright treaty adopted on 20 December 1996, or
189	172	similar laws prohibiting or restricting circumvention of such
190	173	measures.
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192		- When you convey a covered work, you waive any legal power to forbid
	175	+ When you convey a covered work, you waive any legal power to forbid
193	176	circumvention of technological measures to the extent such circumvention
194	177	is effected by exercising rights under this License with respect to
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196	179	modification of the work as a means of enforcing, against the work's
197	180	users, your or third parties' legal rights to forbid circumvention of
198	181	technological measures.
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200		- 4. Conveying Verbatim Copies.
200	183	+ 4. Conveying Verbatim Copies.
201	184	conveying verousing copies.
202	104	- You may convey verbatim copies of the Program's source code as you
202	185	+ You may convey verbatim copies of the Program's source code as you
203	186	receive it, in any medium, provided that you conspicuously and
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205	188	keep intact all notices stating that this License and any
206	189	non-permissive terms added in accord with section 7 apply to the code;
207	190	keep intact all notices of the absence of any warranty; and give all
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209	192	recipients a copy of this License along with the Program.
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210	193	You may charge any price or no price for each copy that you convey,
211	194	+ You may charge any price or no price for each copy that you convey,
212	195	and you may offer support or warranty protection for a fee.
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213	100	5. Conveying Modified Source Versions.
214	196	+ 5. Conveying Modified Source Versions.
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213	198	You may convey a work based on the Program, or the modifications to
216	199	+ You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the
217	200	terms of section 4, provided that you also meet all of these conditions:
218	201	terms of section 4, provided that you also meet all of these conditions.
219	201	- a) The work must carry prominent notices stating that you modified
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220	202	it, and giving a relevant date.
	202	+ a) The work must carry prominent notices stating that you modified + it, and giving a relevant date.
221	204	i it, one giving a relevant date.
222		- b) The work must carry prominent notices stating that it is
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224		released under this license and any conditions added under section - 7. This requirement modifies the requirement in section 4 to
225		- "keep intact all notices".
223	205	+ b) The work must carry prominent notices stating that it is
	206	+ released under this License and any conditions added under section
	207	+ 7. This requirement modifies the requirement in section 4 to
	208	+ "keep intact all notices".
226	200	, keep intact all notices .
227	203	- c) You must license the entire work, as a whole, under this
228		- License to anyone who comes into possession of a copy. This
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		- License will therefore apply, along with any applicable section 7
230		- additional terms, to the whole of the work, and all its parts,
231		regardless of how they are packaged. This License gives no
232		permission to license the work in any other way, but it does not
255	210	invalidate such permission if you have separately received it.
	210	+ c) You must license the entire work, as a whole, under this
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+ License to anyone who comes into possession of a copy. This
            + License will therefore apply, along with any applicable section 7
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            + regardless of how they are packaged. This License gives no
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            + invalidate such permission if you have separately received it.
                 d) If the work has interactive user interfaces, each must display
              ____Appropriate Legal Notices; however, if the Program has interactive
              interfaces that do not display Appropriate Legal Notices, your
                work need not make them do so.
            + d) If the work has interactive user interfaces, each must display
            + Appropriate Legal Notices; however, if the Program has interactive
            + interfaces that do not display Appropriate Legal Notices, your
            + work need not make them do so.
            - A compilation of a covered work with other separate and independent
            + A compilation of a covered work with other separate and independent
              works, which are not by their nature extensions of the covered work,
              and which are not combined with it such as to form a larger program,
              in or on a volume of a storage or distribution medium, is called an
              in an aggregate does not cause this License to apply to the other
              parts of the aggregate.
               6. Conveying Non-Source Forms.
            + 6. Conveying Non-Source Forms.
            - You may convey a covered work in object code form under the terms
            + You may convey a covered work in object code form under the terms
              of sections 4 and 5, provided that you also convey the
              machine-readable Corresponding Source under the terms of this License,
              in one of these ways:
                a) Convey the object code in, or embodied in, a physical product
                (including a physical distribution medium), accompanied by the
                Corresponding Source fixed on a durable physical medium
            - ___customarily used for software interchange.
              b) Convey the object code in, or embodied in, a physical product
                (including a physical distribution medium), accompanied by a
                  written offer, valid for at least three years and valid for as
                  long as you offer spare parts or customer support for that product
             - ____model, to give anyone who possesses the object code either (1) a
               copy of the Corresponding Source for all the software in the
               ____product that is covered by this License, on a durable physical
                medium customarily used for software interchange, for a price no
                more than your reasonable cost of physically performing this
              ____conveying of source, or (2) access to copy the
                Corresponding Source from a network server at no charge.
              ___c) Convey individual copies of the object code with a copy of the
                  written offer to provide the Corresponding Source. This
                  alternative is allowed only occasionally and noncommercially, and
              only if you received the object code with such an offer, in accord
              ___with subsection 6b.
              ____d) Convey the object code by offering access from a designated
               ____place (gratis or for a charge), and offer equivalent access to the
              ____Corresponding Source in the same way through the same place at no
               ____further charge. You need not require recipients to copy the
                 Corresponding Source along with the object code. If the place to
285
              copy the object code is a network server, the Corresponding Source
                 may be on a different server (operated by you or a third party)
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that supports equivalent copying facilities, provided you maintain
                  clear directions next to the object code saying where to find the
                  Corresponding Source. Regardless of what server hosts the
               ____Corresponding Source, you remain obligated to ensure that it is
                available for as long as needed to satisfy these requirements.
               e) Convey the object code using peer-to-peer transmission, provided
                  you inform other peers where the object code and Corresponding
             - ____Source of the work are being offered to the general public at no
               ____charge under subsection 6d.
               A separable portion of the object code, whose source code is excluded
            + a) Convey the object code in, or embodied in, a physical product
             + (including a physical distribution medium), accompanied by the
             + Corresponding Source fixed on a durable physical medium
            + customarily used for software interchange.
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            + b) Convey the object code in, or embodied in, a physical product
             + (including a physical distribution medium), accompanied by a
             + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
             + model, to give anyone who possesses the object code either (1) a
             + copy of the Corresponding Source for all the software in the
             + product that is covered by this License, on a durable physical
             + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
            + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
            + with subsection 6b.
             + d) Convey the object code by offering access from a designated
            + place (gratis or for a charge), and offer equivalent access to the
            + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
            + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
            + e) Convey the object code using peer-to-peer transmission, provided
            + you inform other peers where the object code and Corresponding
      278
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
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            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
                A "User Product" is either (1) a "consumer product", which means any
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
      287
               or household purposes, or (2) anything designed or sold for incorporation
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               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
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- + "Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.
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- The requirement to provide Installation Information does not include a
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- Corresponding Source conveyed, and Installation Information provided,
- + Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.
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377		c) Prohibiting misrepresentation of the origin of that material, or
378		requiring that modified versions of such material be marked in
379		reasonable ways as different from the original version; or
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	361	+ requiring that modified versions of such material be marked in
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398		- restriction but permits relicensing or conveying under this License, you
399		- may add to a covered work material governed by the terms of that license
400		- document, provided that the further restriction does not survive such
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403		- If you add terms to a covered work in accord with this section, you
+03	379	+ governed by this License along with a term that is a further
	380 381	+ restriction, you may remove that term. If a license document contains
		+ a further restriction but permits relicensing or conveying under this
	382	+ License, you may add to a covered work material governed by the terms
	383	+ of that license document, provided that the further restriction does
	384	+ <u>not survive such</u> relicensing or conveying.
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	386	+ If you add terms to a covered work in accord with this section, you
404	387	must place, in the relevant source files, a statement of the
405	388	additional terms that apply to those files, or a notice indicating
406	389	where to find the applicable terms.
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408		Additional terms, permissive or non-permissive, may be stated in the
	391	+ Additional terms, permissive or non-permissive, may be stated in the
409	392	form of a separately written license, or stated as exceptions;

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- + 8. Termination.
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            + you inform other peers where the object code and Corresponding
            + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
      281
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
              included in conveying the object code work.
               A "User Product" is either (1) a "consumer product", which means any
      285
            + A "User Product" is either (1) a "consumer product", which means any
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              or household purposes, or (2) anything designed or sold for incorporation
              into a dwelling. In determining whether a product is a consumer product,
              commercial, industrial or non-consumer uses, unless such uses represent
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314
               "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
              procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
              a modified version of its Corresponding Source. The information must
              suffice to ensure that the continued functioning of the modified object
              code is in no case prevented or interfered with solely because
              modification has been made.
               If you convey an object code work under this section in, or with, or
            324
              specifically for use in, a User Product, and the conveying occurs as
              part of a transaction in which the right of possession and use of the
              User Product is transferred to the recipient in perpetuity or for a
              modified object code on the User Product (for example, the work has
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               The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
              requirement to continue to provide support service, warranty, or updates
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              the User Product in which it has been modified or installed. Access to a
              network may be denied when the modification itself materially and
              adversely affects the operation of the network or violates the rules and
              protocols for communication across the network.
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            - 0. Definitions.
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                "This License" refers to version 3 of the GNU Affero General Public
80
             - License.
            + "Copyright" also means copyright-like laws that apply to other kinds of
            + works, such as semiconductor masks.
81
                "Copyright" also means copyright-like laws that apply to other kinds
83
            - of works, such as semiconductor masks.
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85
                "The Program" refers to any copyrightable work licensed under this
            + "The Program" refers to any copyrightable work licensed under this
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               License. Each licensee is addressed as "you". "Licensees" and
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               "recipients" may be individuals or organizations.
88
89
            - To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
90
               in a fashion requiring copyright permission, other than the making of an
               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
94
            - A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
               on the Program.
96
            - To "propagate" a work means to do anything with it that, without
       80
            + To "propagate" a work means to do anything with it that, without
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       81
               permission, would make you directly or secondarily liable for
       82
               infringement under applicable copyright law, except executing it on a
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       83
               computer or modifying a private copy. Propagation includes copying,
       84
               distribution (with or without modification), making available to the
       85
               public, and in some countries other activities as well.
            - __To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
       88
               parties to make or receive copies. Mere interaction with a user through
106
       89
               a computer network, with no transfer of a copy, is not conveying.
       90
108
            - __An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
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to the extent that it includes a convenient and prominently visible
               feature that (1) displays an appropriate copyright notice, and (2)
       94
               tells the user that there is no warranty for the work (except to the
               the interface presents a list of user commands or options, such as a
       98
               menu, a prominent item in the list meets this criterion.
            - __1. Source Code.
            + 1. Source Code.
                The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
               for making modifications to it. "Object code" means any non-source
               form of a work.
                A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
124
      107
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
               is widely used among developers working in that language.
                The "System Libraries" of an executable work include anything, other
            + The "System Libraries" of an executable work include anything, other
               than the work as a whole, that (a) is included in the normal form of
               packaging a Major Component, but which is not part of that Major
               Component, and (b) serves only to enable use of the work with that
               (if any) on which the executable work runs, or a compiler used to
               produce the work, or an object code interpreter used to run it.
            - __The "Corresponding Source" for a work in object code form means all
            + The "Corresponding Source" for a work in object code form means all
               the source code needed to generate, install, and (for an executable
               work) run the object code and to modify the work, including scripts to
               control those activities. However, it does not include the work's
               such as by intimate data communication or control flow between those
               subprograms and other parts of the work.
            - The Corresponding Source need not include anything that users
            + The Corresponding Source need not include anything that users
               can regenerate automatically from other parts of the Corresponding
               Source.
                The Corresponding Source for a work in source code form is that
            + The Corresponding Source for a work in source code form is that
               same work.
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      142
            + 2. Basic Permissions.
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178
               your copyrighted material outside their relationship with you.
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            + Conveying under any other circumstances is permitted solely under
181
               the conditions stated below. Sublicensing is not allowed; section 10
              makes it unnecessary.
                3. Protecting Users' Legal Rights From Anti-Circumvention Law.
            + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
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            + No covered work shall be deemed part of an effective technological
               measure under any applicable law fulfilling obligations under article
               11 of the WIPO copyright treaty adopted on 20 December 1996, or
               similar laws prohibiting or restricting circumvention of such
      174
            - When you convey a covered work, you waive any legal power to forbid
            + When you convey a covered work, you waive any legal power to forbid
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               is effected by exercising rights under this License with respect to
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               the covered work, and you disclaim any intention to limit operation or
              modification of the work as a means of enforcing, against the work's
               users, your or third parties' legal rights to forbid circumvention of
198
               technological measures.
      182
            - 4. Conveying Verbatim Copies.
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            + 4. Conveying Verbatim Copies.
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                You may convey verbatim copies of the Program's source code as you
      185
            + You may convey verbatim copies of the Program's source code as you
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210
              You may charge any price or no price for each copy that you convey,
            + You may charge any price or no price for each copy that you convey,
               and you may offer support or warranty protection for a fee.
            - 5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
            - __You may convey a work based on the Program, or the modifications to
            + You may convey a work based on the Program, or the modifications to
              produce it from the Program, in the form of source code under the
              terms of section 4, provided that you also meet all of these conditions:
            - ___a) The work must carry prominent notices stating that you modified
                  it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
                b) The work must carry prominent notices stating that it is
               ____released under this License and any conditions added under section
                  7. This requirement modifies the requirement in section 4 to
                   "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
      208
            + "keep intact all notices".
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with subsection 6b.
                  d) Convey the object code by offering access from a designated
               ____place (gratis or for a charge), and offer equivalent access to the
                Corresponding Source in the same way through the same place at no
               further charge. You need not require recipients to copy the
                Corresponding Source along with the object code. If the place to
                  copy the object code is a network server, the Corresponding Source
             - ___may be on a different server (operated by you or a third party)
              that supports equivalent copying facilities, provided you maintain
               clear directions next to the object code saying where to find the
                Corresponding Source. Regardless of what server hosts the
                Corresponding Source, you remain obligated to ensure that it is
               ___available for as long as needed to satisfy these requirements.
                e) Convey the object code using peer-to-peer transmission, provided
294
               you inform other peers where the object code and Corresponding
                Source of the work are being offered to the general public at no
                  charge under subsection 6d.
                A separable portion of the object code, whose source code is excluded
            + a) Convey the object code in, or embodied in, a physical product
            + (including a physical distribution medium), accompanied by the
            + Corresponding Source fixed on a durable physical medium
            + customarily used for software interchange.
            + b) Convey the object code in, or embodied in, a physical product
      246
            + (including a physical distribution medium), accompanied by a
            + written offer, valid for at least three years and valid for as
            + long as you offer spare parts or customer support for that product
            + model, to give anyone who possesses the object code either (1) a
            + copy of the Corresponding Source for all the software in the
            + product that is covered by this License, on a durable physical
            + medium customarily used for software interchange, for a price no
            + more than your reasonable cost of physically performing this
            + conveying of source, or (2) access to copy the
            + Corresponding Source from a network server at no charge.
            + c) Convey individual copies of the object code with a copy of the
            + written offer to provide the Corresponding Source. This
            + alternative is allowed only occasionally and noncommercially, and
            + only if you received the object code with such an offer, in accord
            + with subsection 6b.
            + d) Convey the object code by offering access from a designated
            + place (gratis or for a charge), and offer equivalent access to the
            + Corresponding Source in the same way through the same place at no
            + further charge. You need not require recipients to copy the
            + Corresponding Source along with the object code. If the place to
      268
            + copy the object code is a network server, the Corresponding Source
            + may be on a different server (operated by you or a third party)
            + that supports equivalent copying facilities, provided you maintain
            + clear directions next to the object code saying where to find the
            + Corresponding Source. Regardless of what server hosts the
            + Corresponding Source, you remain obligated to ensure that it is
            + available for as long as needed to satisfy these requirements.
            + e) Convey the object code using peer-to-peer transmission, provided
            + you inform other peers where the object code and Corresponding
            + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
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+ A separable portion of the object code, whose source code is excluded

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from the Corresponding Source as a System Library, need not be included in conveying the object code work.

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- + A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.
- "Installation Information" for a User Product means any methods,
- + "Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.
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- + If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a modified object code on the User Product (for example, the work has been installed in ROM).
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- Corresponding Source conveyed, and Installation Information provided,
- + Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.
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- + 7. Additional Terms.

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            - 17. Interpretation of Sections 15 and 16.
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            + 17. Interpretation of Sections 15 and 16.
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0/2/2019		Case 5:100-date-duti-2206-NSEI. Dat file to locatura acorti. 93 to 1 not violate directle 12/1
629		If the disclaimer of warranty and limitation of liability provided
	612	+ If the disclaimer of warranty and limitation of liability provided
630	613	above cannot be given local legal effect according to their terms,
631	614	reviewing courts shall apply local law that most closely approximates
632	615	an absolute waiver of all civil liability in connection with the
633	616	Program, unless a warranty or assumption of liability accompanies a
634	617	copy of the Program in return for a fee.
635	618	
636		- END OF TERMS AND CONDITIONS
	619	+ END OF TERMS AND CONDITIONS
637	620	
638		- How to Apply These Terms to Your New Programs
	621	+ How to Apply These Terms to Your New Programs
639	622	
640		- If you develop a new program, and you want it to be of the greatest
	623	+ If you develop a new program, and you want it to be of the greatest
641	624	possible use to the public, the best way to achieve this is to make it
642	625	free software which everyone can redistribute and change under these terms.
643	626	
644		- To do so, attach the following notices to the program. It is safest
	627	+ To do so, attach the following notices to the program. It is safest
645	628	to attach them to the start of each source file to most effectively
646	629	state the exclusion of warranty; and each file should have at least
647	630	the "copyright" line and a pointer to where the full notice is found.
648	631	the copyright line and a pointer to where the full hottee is found.
649	031	- <one a="" and="" brief="" does.="" give="" idea="" it="" line="" name="" of="" program's="" the="" to="" what=""></one>
650		- Copyright (C) <year> <name author="" of=""></name></year>
030	632	+ <one a="" and="" brief="" does.="" give="" idea="" it="" line="" name="" of="" program's="" the="" to="" what=""></one>
	633	+ Copyright (C) <year> <name author="" of=""></name></year>
651	634	+ copyright (c) (year) (hame of author)
652	054	This program is from software, you can redistribute it and/on modify
653		This program is free software: you can redistribute it and/or modify
654		it under the terms of the GNU Affero General Public License as
655		- <u>published by</u> the Free Software Foundation, either version 3 of the
055	625	- License, or (at your option) any later version.
	635	+ This program is free software: you can redistribute it and/or modify + it under the terms of the GNU Affero General Public License as published by
	636 637	
	638	+ the Free Software Foundation, either version 3 of the License, or
656	639	+ (at your option) any later version.
657	033	- This program is distributed in the hope that it will be useful,
658		- but WITHOUT ANY WARRANTY; without even the implied warranty of
659		- MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the
660		<u> </u>
000	640	GNU Affero General Public License for more details. + This program is distributed in the hope that it will be useful,
	641	+ but WITHOUT ANY WARRANTY; without even the implied warranty of
	642	+ MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the
	643	+ GNU Affero General Public License for more details.
661	644	T GNO ATTERO GENERAL FUBLIC LICENSE TOT MOTE GENERALS.
662	044	- You should have received a copy of the GNU Affero General Public License
663		- along with this program. If not, see <a href="http://www.gnu.org/licenses/">http://www.gnu.org/licenses/</a> >.
005	645	+ You should have received a copy of the GNU Affero General Public License
	646	+ along with this program. If not, see <a href="https://www.gnu.org/licenses/">https://www.gnu.org/licenses/</a> >.
664	647	+ along with this program. If hot, see thttps://www.ghd.org/litenses/>.
665	648	Also add information on how to contact you by electronic and paper mail.
666	649	Also and information on now to contact you by electronic and paper mail.
667	047	- If your software can interact with users remotely through a computer
007	EEA	
660	650 651	+ If your software can interact with users remotely through a computer
668		network, you should also make sure that it provides a way for users to
669	652	get its source. For example, if your program is a web application, its
670	653	interface could display a "Source" link that leads users to an archive
671	654	of the code. There are many ways you could offer source, and different
672	655	solutions will be better for different programs; see section 13 for the
673	656	specific requirements.
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## 10/2/2019 Case 5:1. Deale all 62 20 ENSELDE file to Declum with Last of the chelic 1.1. 1/20 found and on 62 20 62 12 36 it Hub

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               You should also get your employer (if you work as a programmer) or school,
            + You should also get your employer (if you work as a programmer) or school,
              if any, to sign a "copyright disclaimer" for the program, if necessary.
               For more information on this, and how to apply and follow the GNU AGPL, see
            - <http://www.gnu.org/licenses/>.
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            - Sell the Software. For purposes of the foregoing, "Sell" means
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            - notice or attribution required by the License must also include
            - this Commons Cause License Condition notice.
            + <https://www.gnu.org/licenses/>.
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- designed to take away your freedom to share and change the works. By
- contrast, our General Public Licenses are intended to guarantee your
- freedom to share and change all versions of a program--to make sure it
- remains free software for all its users.
- + The licenses for most software and other practical works are designed
- + to take away your freedom to share and change the works. By contrast,
- + our General Public Licenses are intended to guarantee your\_freedom to
- + share and change all versions of a program--to make sure it remains free
- + software for all its users.
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- Developers that use our General Public Licenses protect your rights
- + Developers that use our General Public Licenses protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License which gives you legal permission to copy, distribute and/or modify the software.
- \_A secondary benefit of defending all users' freedom is that
- + A secondary benefit of defending all users' freedom is that improvements made in alternate versions of the program, if they receive widespread use, become available for other developers to incorporate. Many developers of free software are heartened and letting the public access it on a server without ever releasing its source code to the public.
- The GNU Affero General Public License is designed specifically to
- + The GNU Affero General Public License is designed specifically to ensure that, in such cases, the modified source code becomes available to the community. It requires the operator of a network server to provide the source code of the modified version running there to the users of that server. Therefore, public use of a modified version, on a publicly accessible server, gives the public access to the source code of the modified version.
- \_\_An older license, called the Affero General Public License and
- + An older license, called the Affero General Public License and published by Affero, was designed to accomplish similar goals. This is a different license, not a version of the Affero GPL, but Affero has released a new version of the Affero GPL which permits relicensing under this license.
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- + The precise terms and conditions for copying, distribution and modification follow.
  - TERMS AND CONDITIONS
- + TERMS AND CONDITIONS
- +

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- + 0. Definitions.
- 0. Definitions.
  - + "This License" refers to version 3 of the GNU Affero General Public License.
  - "This License" refers to version 3 of the GNU Affero General Public
  - License

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+ "Copyright" also means copyright-like laws that apply to other kinds of
            + works, such as semiconductor masks.
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                "Copyright" also means copyright-like laws that apply to other kinds
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            - of works, such as semiconductor masks.
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                "The Program" refers to any copyrightable work licensed under this
            + "The Program" refers to any copyrightable work licensed under this
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               License. Each licensee is addressed as "you". "Licensees" and
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               "recipients" may be individuals or organizations.
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            - To "modify" a work means to copy from or adapt all or part of the work
            + To "modify" a work means to copy from or adapt all or part of the work
90
               in a fashion requiring copyright permission, other than the making of an
       74
               exact copy. The resulting work is called a "modified version" of the
               earlier work or a work "based on" the earlier work.
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            - A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
              on the Program.
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               To "propagate" a work means to do anything with it that, without
            + To "propagate" a work means to do anything with it that, without
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               permission, would make you directly or secondarily liable for
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               infringement under applicable copyright law, except executing it on a
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               computer or modifying a private copy. Propagation includes copying,
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              distribution (with or without modification), making available to the
               public, and in some countries other activities as well.
       86
                To "convey" a work means any kind of propagation that enables other
       87
            + To "convey" a work means any kind of propagation that enables other
              parties to make or receive copies. Mere interaction with a user through
       88
       89
               a computer network, with no transfer of a copy, is not conveying.
               An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
               to the extent that it includes a convenient and prominently visible
              feature that (1) displays an appropriate copyright notice, and (2)
       94
               tells the user that there is no warranty for the work (except to the
       97
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              the interface presents a list of user commands or options, such as a
               menu, a prominent item in the list meets this criterion.
            - __1. Source Code.
      100
            + 1. Source Code.
            - The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
              for making modifications to it. "Object code" means any non-source
              form of a work.
            - __A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
               is widely used among developers working in that language.
            - The "System Libraries" of an executable work include anything, other
            + The "System Libraries" of an executable work include anything, other
              than the work as a whole, that (a) is included in the normal form of
               packaging a Major Component, but which is not part of that Major
              Component, and (b) serves only to enable use of the work with that
136
      119
               (if any) on which the executable work runs, or a compiler used to
               produce the work, or an object code interpreter used to run it.
```

The "Corresponding Source" for a work in object code form means all + The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable 124 work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's such as by intimate data communication or control flow between those subprograms and other parts of the work. The Corresponding Source need not include anything that users + The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source. The Corresponding Source for a work in source code form is that + The Corresponding Source for a work in source code form is that 140 same work. 2. Basic Permissions. + 2. Basic Permissions. All rights granted under this License are granted for the term of + All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its 149 content, constitutes a covered work. This License acknowledges your 150 rights of fair use or other equivalent, as provided by copyright law. You may make, run and propagate covered works that you do not + You may make, run and propagate covered works that you do not 170 convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you. Conveying under any other circumstances is permitted solely under + Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary. 3. Protecting Users' Legal Rights From Anti-Circumvention Law. + 3. Protecting Users' Legal Rights From Anti-Circumvention Law. - No covered work shall be deemed part of an effective technological + No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures. \_When you convey a covered work, you waive any legal power to forbid + When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures. 199 182 Conveying Verbatim Copies.

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+ 4. Conveying Verbatim Copies.
                You may convey verbatim copies of the Program's source code as you
            + You may convey verbatim copies of the Program's source code as you
               receive it, in any medium, provided that you conspicuously and
204
      187
               appropriately publish on each copy an appropriate copyright notice;
               keep intact all notices stating that this License and any
               non-permissive terms added in accord with section 7 apply to the code;
               keep intact all notices of the absence of any warranty; and give all
               recipients a copy of this License along with the Program.
            - You may charge any price or no price for each copy that you convey,
            + You may charge any price or no price for each copy that you convey,
      194
               and you may offer support or warranty protection for a fee.
            - 5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
                You may convey a work based on the Program, or the modifications to
      198
            + You may convey a work based on the Program, or the modifications to
              produce it from the Program, in the form of source code under the
      200
               terms of section 4, provided that you also meet all of these conditions:
                 a) The work must carry prominent notices stating that you modified
                  it, and giving a relevant date.
            + a) The work must carry prominent notices stating that you modified
            + it, and giving a relevant date.
      204
                b) The work must carry prominent notices stating that it is
                 released under this License and any conditions added under section
            - ____7. This requirement modifies the requirement in section 4 to
                   "keep intact all notices".
            + b) The work must carry prominent notices stating that it is
            + released under this License and any conditions added under section
            + 7. This requirement modifies the requirement in section 4 to
            + "keep intact all notices".
                c) You must license the entire work, as a whole, under this
               License to anyone who comes into possession of a copy. This
                License will therefore apply, along with any applicable section 7
                 additional terms, to the whole of the work, and all its parts,
             - ____regardless of how they are packaged. This License gives no
            - ____permission to license the work in any other way, but it does not
                invalidate such permission if you have separately received it.
            + c) You must license the entire work, as a whole, under this
            + License to anyone who comes into possession of a copy. This
            + License will therefore apply, along with any applicable section 7
            + additional terms, to the whole of the work, and all its parts,
            + regardless of how they are packaged. This License gives no
            + permission to license the work in any other way, but it does not
            + invalidate such permission if you have separately received it.
                 d) If the work has interactive user interfaces, each must display
              ____Appropriate Legal Notices; however, if the Program has interactive
                interfaces that do not display Appropriate Legal Notices, your
                work need not make them do so.
            + d) If the work has interactive user interfaces, each must display
            + Appropriate Legal Notices; however, if the Program has interactive
            + interfaces that do not display Appropriate Legal Notices, your
            + work need not make them do so.
            - _A compilation of a covered work with other separate and independent
            + A compilation of a covered work with other separate and independent
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10/2/2019
                   works, which are not by their nature extensions of the covered work,
                   and which are not combined with it such as to form a larger program.
                   in or on a volume of a storage or distribution medium, is called an
                   in an aggregate does not cause this License to apply to the other
                   parts of the aggregate.
                 - __6. Conveying Non-Source Forms.
                 + 6. Conveying Non-Source Forms.
                     You may convey a covered work in object code form under the terms
                 + You may convey a covered work in object code form under the terms
                   of sections 4 and 5, provided that you also convey the
                   machine-readable Corresponding Source under the terms of this License,
                   in one of these ways:
                     a) Convey the object code in, or embodied in, a physical product
     258
                    (including a physical distribution medium), accompanied by the
                     Corresponding Source fixed on a durable physical medium
                      customarily used for software interchange.
                      b) Convey the object code in, or embodied in, a physical product
                    (including a physical distribution medium), accompanied by a
                    written offer, valid for at least three years and valid for as
                     long as you offer spare parts or customer support for that product
                    ____model, to give anyone who possesses the object code either (1) a
                   copy of the Corresponding Source for all the software in the
                    product that is covered by this License, on a durable physical
                    medium customarily used for software interchange, for a price no
                     more than your reasonable cost of physically performing this
                       conveying of source, or (2) access to copy the
                   ____Corresponding Source from a network server at no charge.
                     c) Convey individual copies of the object code with a copy of the
                    written offer to provide the Corresponding Source. This
                     alternative is allowed only occasionally and noncommercially, and
                     ___only if you received the object code with such an offer, in accord
                   ___with subsection 6b.
                   d) Convey the object code by offering access from a designated
                     __place (gratis or for a charge), and offer equivalent access to the
                       Corresponding Source in the same way through the same place at no
                       further charge. You need not require recipients to copy the
                   ____Corresponding Source along with the object code. If the place to
                    ____copy the object code is a network server, the Corresponding Source
                    may be on a different server (operated by you or a third party)
                    that supports equivalent copying facilities, provided you maintain
                       clear directions next to the object code saying where to find the
                   ____Corresponding Source. Regardless of what server hosts the
                     Corresponding Source, you remain obligated to ensure that it is
                     available for as long as needed to satisfy these requirements.
                      e) Convey the object code using peer-to-peer transmission, provided
                    ____you inform other peers where the object code and Corresponding
                   Source of the work are being offered to the general public at no
                   ___charge under subsection 6d.
                    _A separable portion of the object code, whose source code is excluded
                 + a) Convey the object code in, or embodied in, a physical product
                 + (including a physical distribution medium), accompanied by the
                 + Corresponding Source fixed on a durable physical medium
                 + customarily used for software interchange.
                 + b) Convey the object code in, or embodied in, a physical product
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+ (including a physical distribution medium), accompanied by a
            + written offer, valid for at least three years and valid for as
             + long as you offer spare parts or customer support for that product
            + model, to give anyone who possesses the object code either (1) a
            + copy of the Corresponding Source for all the software in the
            + product that is covered by this License, on a durable physical
             + medium customarily used for software interchange, for a price no
             + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
             + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
            + with subsection 6b.
            + d) Convey the object code by offering access from a designated
             + place (gratis or for a charge), and offer equivalent access to the
             + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
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            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
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            - _A "User Product" is either (1) a "consumer product", which means any
      285
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
               modification has been made.
            - __If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
               User Product is transferred to the recipient in perpetuity or for a
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               modified object code on the User Product (for example, the work has
               been installed in ROM).
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- \_\_The requirement to provide Installation Information does not include a
- + The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.
- Corresponding Source conveyed, and Installation Information provided,
- + Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.
- 7. Additional Terms.
- + 7. Additional Terms.
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- + b) Requiring preservation of specified reasonable legal notices or
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   reasonable ways as different from the original version; or
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                  e) Declining to grant rights under trademark law for use of some
                trade names, trademarks, or service marks; or
            + e) Declining to grant rights under trademark law for use of some
      368
            + trade names, trademarks, or service marks; or
                 f) Requiring indemnification of licensors and authors of that
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            + any liability that these contractual assumptions directly impose on
      374
            + those licensors and authors.
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            + All other non-permissive additional terms are considered "further
               restrictions" within the meaning of section 10. If the Program as you
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               received it, or any part of it, contains a notice stating that it is
            - governed by this License along with a term that is a further restriction,
            - you may remove that term. If a license document contains \underline{\mbox{a further}}
             - restriction but permits relicensing or conveying under this License, you
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      387
              must place, in the relevant source files, a statement of the
               additional terms that apply to those files, or a notice indicating
               where to find the applicable terms.
                Additional terms, permissive or non-permissive, may be stated in the
            + Additional terms, permissive or non-permissive, may be stated in the
               form of a separately written license, or stated as exceptions;
               the above requirements apply either way.
               Termination.
            + 8. Termination.
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            - __You may not propagate or modify a covered work except as expressly
            + You may not propagate or modify a covered work except as expressly
               provided under this License. Any attempt otherwise to propagate or
               modify it is void, and will automatically terminate your rights under
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	235	+ You may convey a covered work in object code form under the terms
253	236	of sections 4 and 5, provided that you also convey the
254	237	machine-readable Corresponding Source under the terms of this License,
255	238	in one of these ways:
256	239	2. Sile of chese mays.
257	233	a) Convey the chiest code in an embedded in a physical product
258		a) Convey the object code in, or embodied in, a physical product
258		(including a physical distribution medium), accompanied by the
		Corresponding Source fixed on a durable physical medium
260		customarily used for software interchange.
261		
262		b) Convey the object code in, or embodied in, a physical product
263		(including a physical distribution medium), accompanied by a
264		written offer, valid for at least three years and valid for as
265		long as you offer spare parts or customer support for that product
266		model, to give anyone who possesses the object code either (1) a
267		copy of the Corresponding Source for all the software in the
268		product that is covered by this License, on a durable physical

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medium customarily used for software interchange, for a price no
          more than your reasonable cost of physically performing this
           conveying of source, or (2) access to copy the
        Corresponding Source from a network server at no charge.
       ___c) Convey individual copies of the object code with a copy of the
          written offer to provide the Corresponding Source. This
           alternative is allowed only occasionally and noncommercially, and
      - ___only if you received the object code with such an offer, in accord
        with subsection 6b.
        d) Convey the object code by offering access from a designated
         place (gratis or for a charge), and offer equivalent access to the
            Corresponding Source in the same way through the same place at no
        ____further charge. You need not require recipients to copy the
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      - ___clear directions next to the object code saying where to find the
           Corresponding Source. Regardless of what server hosts the
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        ___available for as long as needed to satisfy these requirements.
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        ____you inform other peers where the object code and Corresponding
         Source of the work are being offered to the general public at no
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         A separable portion of the object code, whose source code is excluded
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      + long as you offer spare parts or customer support for that product
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      + c) Convey individual copies of the object code with a copy of the
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      + alternative is allowed only occasionally and noncommercially, and
      + only if you received the object code with such an offer, in accord
      + with subsection 6b.
      + d) Convey the object code by offering access from a designated
      + place (gratis or for a charge), and offer equivalent access to the
      + Corresponding Source in the same way through the same place at no
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+ Corresponding Source, you remain obligated to ensure that it is
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            + e) Convey the object code using peer-to-peer transmission, provided
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               modified object code on the User Product (for example, the work has
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334
               The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
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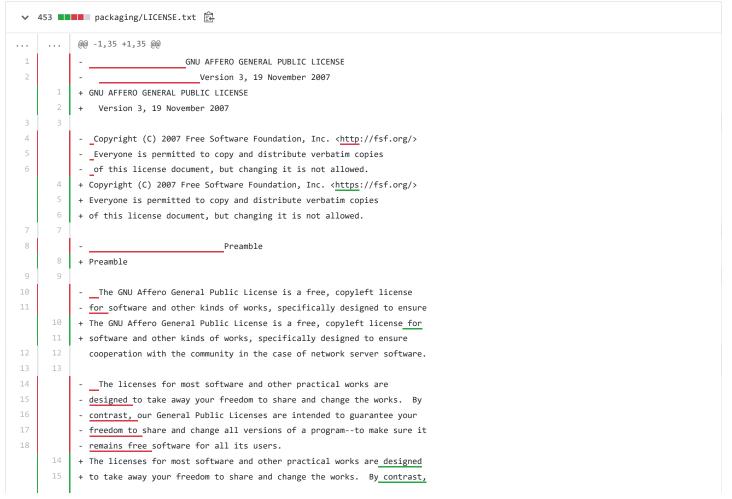
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               permission, would make you directly or secondarily liable for
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       82
               infringement under applicable copyright law, except executing it on a
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               computer or modifying a private copy. Propagation includes copying,
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               distribution (with or without modification), making available to the
               public, and in some countries other activities as well.
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             - To "convey" a work means any kind of propagation that enables other
            + To "convey" a work means any kind of propagation that enables other
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       88
               parties to make or receive copies. Mere interaction with a user through
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       89
               a computer network, with no transfer of a copy, is not conveying.
            - An interactive user interface displays "Appropriate Legal Notices"
            + An interactive user interface displays "Appropriate Legal Notices"
       92
               to the extent that it includes a convenient and prominently visible
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               feature that (1) displays an appropriate copyright notice, and (2)
       94
               tells the user that there is no warranty for the work (except to the
98
               the interface presents a list of user commands or options, such as a
               menu, a prominent item in the list meets this criterion.
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       99
            - 1. Source Code.
            + 1. Source Code.
103
                The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
      103
              for making modifications to it. "Object code" means any non-source
               form of a work.
               A "Standard Interface" means an interface that either is an official
            + A "Standard Interface" means an interface that either is an official
               standard defined by a recognized standards body, or, in the case of
               interfaces specified for a particular programming language, one that
               is widely used among developers working in that language.
            - The "System Libraries" of an executable work include anything, other
            + The "System Libraries" of an executable work include anything, other
               than the work as a whole, that (a) is included in the normal form of
114
               packaging a Major Component, but which is not part of that Major
               Component, and (b) serves only to enable use of the work with that
               (if any) on which the executable work runs, or a compiler used to
               produce the work, or an object code interpreter used to run it.
            - The "Corresponding Source" for a work in object code form means all
            + The "Corresponding Source" for a work in object code form means all
124
               the source code needed to generate, install, and (for an executable
              work) run the object code and to modify the work, including scripts to
               control those activities. However, it does not include the work's
               such as by intimate data communication or control flow between those
134
               subprograms and other parts of the work.
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            + You may charge any price or no price for each copy that you convey,
      194
               and you may offer support or warranty protection for a fee.
                5. Conveying Modified Source Versions.
            + 5. Conveying Modified Source Versions.
               You may convey a work based on the Program, or the modifications to
            + You may convey a work based on the Program, or the modifications to
               produce it from the Program, in the form of source code under the
      200
               terms of section 4, provided that you also meet all of these conditions:
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               it, and giving a relevant date.
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            + it, and giving a relevant date.
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            + "keep intact all notices".
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                Appropriate Legal Notices; however, if the Program has interactive
                  interfaces that do not display Appropriate Legal Notices, your
                 work need not make them do so.
            + d) If the work has interactive user interfaces, each must display
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224
               A compilation of a covered work with other separate and independent
            + A compilation of a covered work with other separate and independent
               works, which are not by their nature extensions of the covered work,
               and which are not combined with it such as to form a larger program,
               in or on a volume of a storage or distribution medium, is called an
               in an aggregate does not cause this License to apply to the other
               parts of the aggregate.
            - __6. Conveying Non-Source Forms.
            + 6. Conveying Non-Source Forms.
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+ conveying of source, or (2) access to copy the
            + Corresponding Source from a network server at no charge.
            + c) Convey individual copies of the object code with a copy of the
            + written offer to provide the Corresponding Source. This
            + alternative is allowed only occasionally and noncommercially, and
            + only if you received the object code with such an offer, in accord
             + with subsection 6b.
            + d) Convey the object code by offering access from a designated
             + place (gratis or for a charge), and offer equivalent access to the
             + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
            + may be on a different server (operated by you or a third party)
      270
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
            + charge under subsection 6d.
      281
            + A separable portion of the object code, whose source code is excluded
      282
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
                A "User Product" is either (1) a "consumer product", which means any
      285
            + A "User Product" is either (1) a "consumer product", which means any
               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
               code is in no case prevented or interfered with solely because
               modification has been made.
307
                If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
310
               User Product is transferred to the recipient in perpetuity or for a
               modified object code on the User Product (for example, the work has
               been installed in ROM).
            - The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
      318
               requirement to continue to provide support service, warranty, or updates
               for a work that has been modified or installed by the recipient, or for
               the User Product in which it has been modified or installed. Access to a
               network may be denied when the modification itself materially and
               adversely affects the operation of the network or violates the rules and
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protocols for communication across the network.
                Corresponding Source conveyed, and Installation Information provided,
            + Corresponding Source conveyed, and Installation Information provided,
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              documented (and with an implementation available to the public in
               source code form), and must require no special password or key for
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              A secondary benefit of defending all users' freedom is that
            + A secondary benefit of defending all users' freedom is that
              improvements made in alternate versions of the program, if they
              receive widespread use, become available for other developers to
              incorporate. Many developers of free software are heartened and
              letting the public access it on a server without ever releasing its
      40
              source code to the public.
      41
               The GNU Affero General Public License is designed specifically to
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              ensure that, in such cases, the modified source code becomes available
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              to the community. It requires the operator of a network server to
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              provide the source code of the modified version running there to the
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              users of that server. Therefore, public use of a modified version, on
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a publicly accessible server, gives the public access to the source
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               code of the modified version.
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               earlier work or a work "based on" the earlier work.
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                A "covered work" means either the unmodified Program or a work based
            + A "covered work" means either the unmodified Program or a work based
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              distribution (with or without modification), making available to the
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               public, and in some countries other activities as well.
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            + To "convey" a work means any kind of propagation that enables other
              parties to make or receive copies. Mere interaction with a user through
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               a computer network, with no transfer of a copy, is not conveying.
            - An interactive user interface displays "Appropriate Legal Notices"
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            + An interactive user interface displays "Appropriate Legal Notices"
               to the extent that it includes a convenient and prominently visible
110
       93
               feature that (1) displays an appropriate copyright notice, and (2)
               tells the user that there is no warranty for the work (except to the
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the interface presents a list of user commands or options, such as a
       98
               menu, a prominent item in the list meets this criterion.

    Source Code.

            + 1. Source Code.
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            - The "source code" for a work means the preferred form of the work
            + The "source code" for a work means the preferred form of the work
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               form of a work.
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                The "Corresponding Source" for a work in object code form means all
            + The "Corresponding Source" for a work in object code form means all
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141
               work) run the object code and to modify the work, including scripts to
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           218
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                 + 6. Conveying Non-Source Forms.
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                    ____Corresponding Source fixed on a durable physical medium

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                    b) Convey the object code in, or embodied in, a physical product
                     (including a physical distribution medium), accompanied by a
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      647
               Also add information on how to contact you by electronic and paper mail.
                If your software can interact with users remotely through a computer
            + If your software can interact with users remotely through a computer
               network, you should also make sure that it provides a way for users to
               get its source. For example, if your program is a web application, its
               interface could display a "Source" link that leads users to an archive
               of the code. There are many ways you could offer source, and different
               solutions will be better for different programs; see section 13 for the
               specific requirements.
674
             - _You should also get your employer (if you work as a programmer) or school,
      658
            + You should also get your employer (if you work as a programmer) or school,
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+ The "Corresponding Source" for a work in object code form means all

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the source code needed to generate, install, and (for an executable
      124
               work) run the object code and to modify the work, including scripts to
               control those activities. However, it does not include the work's
               such as by intimate data communication or control flow between those
               subprograms and other parts of the work.
      134
              __The Corresponding Source need not include anything that users
            + The Corresponding Source need not include anything that users
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            - The Corresponding Source for a work in source code form is that
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178
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                Conveying under any other circumstances is permitted solely under
            + Conveying under any other circumstances is permitted solely under
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               makes it unnecessarv.
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            + 3. Protecting Users' Legal Rights From Anti-Circumvention Law.
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            + No covered work shall be deemed part of an effective technological
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      183
            + 4. Conveying Verbatim Copies.
201
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      + 5. Conveying Modified Source Versions.
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198
      + You may convey a work based on the Program, or the modifications to
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      + b) The work must carry prominent notices stating that it is
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            work need not make them do so.
218
      + d) If the work has interactive user interfaces, each must display
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in an aggregate does not cause this License to apply to the other
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      + 6. Conveying Non-Source Forms.
234
        You may convey a covered work in object code form under the terms
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        of sections 4 and 5, provided that you also convey the
        machine-readable Corresponding Source under the terms of this License,
        in one of these ways:
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        ____Corresponding Source fixed on a durable physical medium
         customarily used for software interchange.
        b) Convey the object code in, or embodied in, a physical product
           (including a physical distribution medium), accompanied by a
      - ___written offer, valid for at least three years and valid for as
        long as you offer spare parts or customer support for that product
         model, to give anyone who possesses the object code either (1) a
         copy of the Corresponding Source for all the software in the
        product that is covered by this License, on a durable physical
        ___medium customarily used for software interchange, for a price no
        more than your reasonable cost of physically performing this
         conveying of source, or (2) access to copy the
         Corresponding Source from a network server at no charge.
          c) Convey individual copies of the object code with a copy of the
        ___written offer to provide the Corresponding Source. This
           alternative is allowed only occasionally and noncommercially, and
         only if you received the object code with such an offer, in accord
        ___with subsection 6b.
          d) Convey the object code by offering access from a designated
        ____place (gratis or for a charge), and offer equivalent access to the
         Corresponding Source in the same way through the same place at no
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         Corresponding Source along with the object code. If the place to
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        A separable portion of the object code, whose source code is excluded
      + a) Convey the object code in, or embodied in, a physical product
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      + written offer, valid for at least three years and valid for as
      + long as you offer spare parts or customer support for that product
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+ model, to give anyone who possesses the object code either (1) a
            + copy of the Corresponding Source for all the software in the
             + product that is covered by this License, on a durable physical
            + medium customarily used for software interchange, for a price no
            + more than your reasonable cost of physically performing this
             + conveying of source, or (2) access to copy the
            + Corresponding Source from a network server at no charge.
             + c) Convey individual copies of the object code with a copy of the
             + written offer to provide the Corresponding Source. This
             + alternative is allowed only occasionally and noncommercially, and
             + only if you received the object code with such an offer, in accord
            + with subsection 6b.
            + d) Convey the object code by offering access from a designated
            + place (gratis or for a charge), and offer equivalent access to the
             + Corresponding Source in the same way through the same place at no
             + further charge. You need not require recipients to copy the
             + Corresponding Source along with the object code. If the place to
             + copy the object code is a network server, the Corresponding Source
             + may be on a different server (operated by you or a third party)
      270
             + that supports equivalent copying facilities, provided you maintain
             + clear directions next to the object code saying where to find the
             + Corresponding Source. Regardless of what server hosts the
             + Corresponding Source, you remain obligated to ensure that it is
             + available for as long as needed to satisfy these requirements.
             + e) Convey the object code using peer-to-peer transmission, provided
             + you inform other peers where the object code and Corresponding
             + Source of the work are being offered to the general public at no
             + charge under subsection 6d.
            + A separable portion of the object code, whose source code is excluded
               from the Corresponding Source as a System Library, need not be
               included in conveying the object code work.
                A "User Product" is either (1) a "consumer product", which means any
      285
            + A "User Product" is either (1) a "consumer product", which means any
303
               tangible personal property which is normally used for personal, family,
               or household purposes, or (2) anything designed or sold for incorporation
               into a dwelling. In determining whether a product is a consumer product,
               commercial, industrial or non-consumer uses, unless such uses represent
               the only significant mode of use of the product.
314
                "Installation Information" for a User Product means any methods,
            + "Installation Information" for a User Product means any methods,
      299
               procedures, authorization keys, or other information required to install
               and execute modified versions of a covered work in that User Product from
      301
               a modified version of its Corresponding Source. The information must
               suffice to ensure that the continued functioning of the modified object
      303
               code is in no case prevented or interfered with solely because
               modification has been made.
               If you convey an object code work under this section in, or with, or
            + If you convey an object code work under this section in, or with, or
               specifically for use in, a User Product, and the conveying occurs as
               part of a transaction in which the right of possession and use of the
               User Product is transferred to the recipient in perpetuity or for a
      314
               modified object code on the User Product (for example, the work has
               been installed in ROM).
               __The requirement to provide Installation Information does not include a
            + The requirement to provide Installation Information does not include a
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requirement to continue to provide support service, warranty, or updates
               for a work that has been modified or installed by the recipient, or for
               the User Product in which it has been modified or installed. Access to a
               network may be denied when the modification itself materially and
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            + Corresponding Source conveyed, and Installation Information provided,
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               source code form), and must require no special password or key for
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            + 7. Additional Terms.
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               network, you should also make sure that it provides a way for users to
               get its source. For example, if your program is a web application, its
               interface could display a "Source" link that leads users to an archive
               of the code. There are many ways you could offer source, and different
               solutions will be better for different programs; see section 13 for the
               specific requirements.
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```

### 0 comments on commit c0b23b2

Please sign in to comment.

From: John Mark Suhy (jmsuhy@purethink.com)

To: Joerg Baach (joerg@baach.de)

CC: BCC:

Subject: Re: ONgDB Source / License

Attachments:

Sent: 01/18/2019 05:32:37 PM -0800 (PST)

Neo4j removed the enterprise source at 3.5-beta03 - there is a small and growing team who keeps the enterprise code (under enterprise sub-module) up to date and adding new features.

It would be much harder if Neo4j core was closed source!

3.4.12 is actually ready to go as well. It is going through testing this weekend.

Have a good weekend,

John Mark

On Fri, Jan 18, 2019, 12:44 PM Joerg Baach < joerg@baach.de wrote: Hello John Mark,

very exiting news, glad to hear it. I am really looking forward to build the code - quite busy on the weekend, but I'll surely manage during the week.

One question though: is this a 3.5 Community with 3.4 enterprise - Add ons, or how do you get around the AGPL removal from neo4j enterprise in December?

Thanks a lot, your work is hugely appreciated!

Joerg

On 18.01.19 17:41, John Mark Suhy wrote:

- > Hello Jörg,
- >
- > I just wanted to let you know that for ONgDB 3.5 we merged the build
- > framework and enterprise code back into the code repository like it used
- > to be before Neo started stripping it out.

> I have build instructions as well since everything is much easier now. >

> See: https://github.com/GraphFoundation/ongdb

> Do you want to.try building everything now to flush out my instructions?

>

> Let me know.

> Thank you,

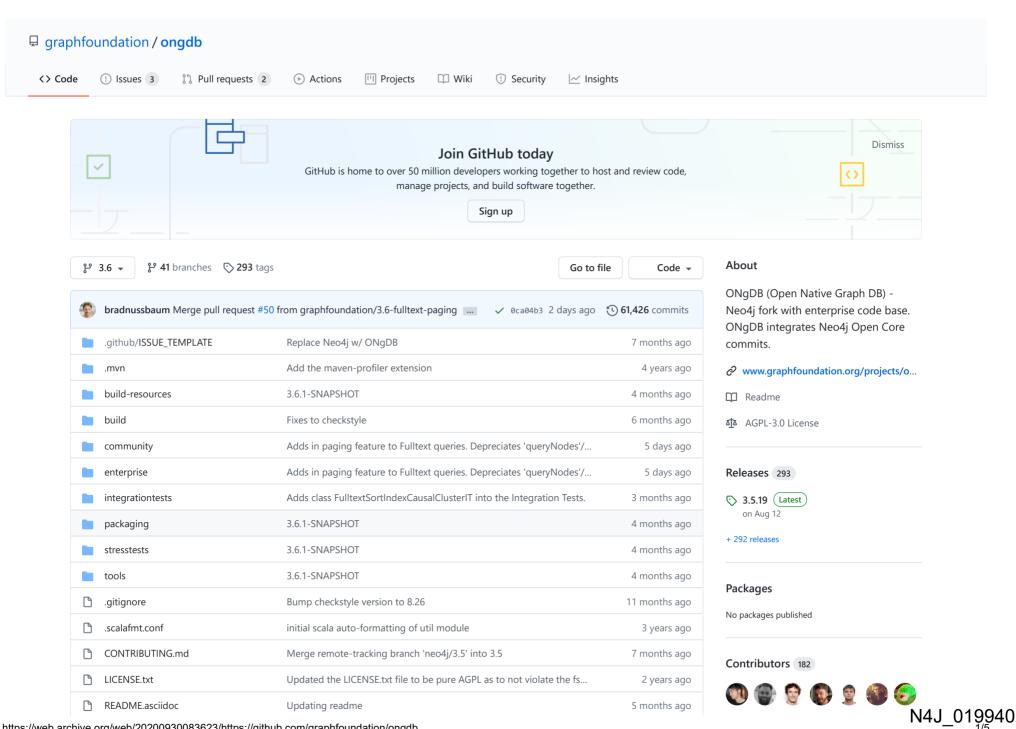
> John Mark

> >



```
> On Fri, Nov 9, 2018, 6:39 PM Joerg Baach < joerg@baach.de
> <mailto:joerg@baach.de> wrote:
>
    Hi John,
>
>
    I am quite deligthed to have found your website, first because of
>
    pricing info, but more important because of your work on making the
>
    neo4j enterprise version available again.
>
>
    May I ask two questions:
>
>
    - where can I find the source of the binaries you provide?
>
    - could you provide instructions on how to build your binaries myself?
>
>
    I am asking because I tried to generate the neo4j binaries myself, but
>
    run into the issues you describe in your blog post. Now I would love to
>
    try the enterprise version, ideally in a version that I can/could
>
    verify.
>
>
>
    Cheers, and thanks again for your work!
>
>
     Jörg
```

# **EXHIBIT 41**



pom.xml 3.6.1-SNAPSHOT 4 months ago



+ 171 contributors

### README.asciidoc

BUILD STATUS: SUCCESS

## ONgDB - fork of Neo4j Enterprise: Graphs for Everyone

Open Native Graph DB (ONgDB) is a fork of the neo4j project that continues development of the neo4j enterprise codebase as a fully open source project after Neo4j Inc's Open Core Shift that closed ongoing development and removed existing source code.

ONgDB is a high performance, native graph store with everything you would expect from an enterprise-ready database, including high availability clustering, ACID transactions, and uses the intuitive, pattern-centric open cypher query language. Developers use graph theory-based structures that we call nodes and relationships instead of rows and columns. For many use cases, ONgDB will provide orders of magnitude performance benefits compared to nonnative graph, relational and NoSOL databases.

Learn more about our open source mission at The Graph Foundation website.

### **Using ONgDB**

ONgDB is available as a standalone server, an embeddable component or a Docker image. You can download distributions from our CDN or pull images from DockerHub.

### **Extending ONgDB**

We encourage experimentation with ONgDB. You can build extensions to ONgDB, develop library or drivers atop the product, or make contributions directly to the product core. You'll need to sign a Contributor License Agreement in order for us to accept your patches.

Note

This GitHub repository contains mixed GPL and AGPL code. The Community edition (in the community/directory) is GPLv3. The Enterprise edition (enterprise/) is licensed under the AGPLv3.

### **Dependencies**

ONgDB is built using Apache Maven version 3.3 and a recent version of supported VM. Bash and Make are also required. Note that maven needs more memory than the standard configuration, this can be achieved with export MAVEN OPTS="-Xmx512m".

macOS users need to have Homebrew installed.

#### Languages

- lava 81.4% Scala 17.6%
- PowerShell 0.3% Gherkin 0.39
- Shell 0.2% Roff 0.2

#### With brew on macOS

brew install mayen

Please note that we do not support building Debian packages on macOS.

### With apt-get on Ubuntu

apt install maven openjdk-8-jdk

On top of that, to build Debian packages:

apt install debhelper devscripts dos2unix dpkg make xmlstarlet

### **Building ONgDB**

Before you start running the unit and integration tests in the ONgDB Maven project on a Linux-like system, you should ensure your limit on open files is set to a reasonable value. You can test it with ulimit -n. We recommend you have a limit of at least 40K.

- A plain mvn clean install will only build the individual jar files.
- Test execution is, of course, part of the build.
- In case you just want the jars, without running tests, this is for you: mvn clean install -DskipTests.
- To build product packages, do export PATH="bin:\$PATH" && make clean all in the packaging directory after building artifacts with Maven.
- To build the documentation see the ONgDB documentation.
- If you are running into problems building on Windows you can try building ONgDB in a Ubuntu virtual machine.
- You may need to increase the memory available to Maven: export MAVEN\_OPTS="-Xmx512m".

### **Running ONgDB**

After running a mvn clean install, cd into packaging/standalone/target and extract the version you want. If you are not building from source you can start from a published release.

#### Linux/macOS

On Linux/macOS you want to run:

```
bin/neo4j start
```

in the extracted folder to start ONgDB on localhost:7474.

#### Windows

On Windows you want to run:

```
bin\neo4j start
```

in the extracted folder to start ONgDB on localhost:7474.

#### Maven

If you are not interested in the tarballs and just want to run ONgDB you can instead run a mvn clean install - DminimalBuild and then cd into community/server and run:

```
mvn clean compile exec:java
```

to start ONgDB.

#### Docker

To run with Docker execute the following:

```
docker run \
    --publish=7474:7474 --publish=7687:7687 \
    --volume=$HOME/ongdb/data:/data \
    graphfoundation/ongdb:3.6
```

to start localhost:7474. See DockerHub for published release tags and more details.

### Licensing

ONgDB Community Edition is an open source product licensed under GPLv3.

ONgDB Enterprise Edition expands the functionality of Community Edition with Enterprise-grade features.

ONgDB Enterprise Edition consists of modules from ONgDB Community Edition and modules licensed under AGPLv3 in this repository.

### Misc

ONgDB IDE code style configs can be found at under the build/ folder of this repository.

From: John Mark Suhy (jmsuhy@igovsol.com)

To: Witherspoon, Robin L (robin.l.witherspoon@perspecta.com)
CC: Thompson, Janet K (janet.k.thompson@perspecta.com)

BCC:

Subject: Re: RFQ 031219 Neo4J

Attachments: image001.png;

**Sent:** 03/26/2019 10:06:55 AM -0700 (PST)

I wanted to follow up with you regarding the Neo4j quote to help you understand the options.

I hope this information is useful to you in the future.

1. You do not have to pay any licensing fees for the software you requested.

Neo4j AKA Neo4j Server is available to use 100% free, in production. It is open source.

You may not know this because Neo4j partners are forbidden to support and promote this in their partner contracts.

I would be happy to connect your client to our federal clients to learn more as an interagency exchange.

2. Neo4j Enterprise <= v3.4, ONgDB Enterprise => v3.5 and all versions of Neo4j Core are all 100% free and open. You are asking for a support subscription which gives you limited email and phone support.

The packages from the link below (that was posted on a GSA schedule previously) are basically support contracts. https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html

#### Also See:

https://graphfoundation.org/ongdb/ https://github.com/neo4j/neo4j https://github.com/graphfoundation/ongdb

3. Open Native Graph Database (ONgDB) is a free and open fork of Neo4j

Enterprise which has been adopted by US Treasury. It is the same core Neo4j source code, and has enterprise modules added. (All open source).

More agencies are adopting it as they learn about it.

ONgDB takes Neo4j core (which is open source) and adds enterprise features into it, all 100% free and open, with no limits on cores or cluster instances that 'commercial subscriptions' impose.

See:

https://github.com/neo4j/neo4j

https://github.com/graphfoundation/ongdb

- 2) Neo4j partners are forbidden from supporting or promoting open source distributions. Furthermore there was a system in place that allowed partners to 'register' an 'opportunity' which further limits your ability to get fair competing quotations.
- 3) You may have brand name justification issues and face protest around any Neo4j procurement because of several factors that are in part because of its dual license model (open source or commercial) and is hard to justify because there is a great deal of past performance across the open source, and forks in the US federal

government.

I hope this information was useful.

Feel free to reach out to me anytime if you have any questions.

Respectfully,

John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780 https://igovsol.com

On Wed, Mar 13, 2019 at 2:58 PM John Mark Suhy < imsuhy@igovsol.com > wrote:

Good afternoon.

Below is our quote.

I wanted to point out that what you are asking for does not actually exist. I.E. You referenced Neo4j Server - but you have quite a few options, most of which cost nothing.

I have to assume you are requesting a support contract considering that you can use the software you mentioned at no cost under open source licenses.

I also wanted to point out that ONgDB (<a href="https://graphfoundation.org/ongdb">https://graphfoundation.org/ongdb</a>) is the open fork of Neo4j used by federal agencies. You may want to keep that in mind in the future for brand name justification.

I believe any Neo4j based offering is not TAA compliant as most development on the software is done in Sweden, so I am stating that this quote is not TAA compliant.

Quote:

Not TAA compliant

Server Package: Your choice:

0\$ Neo4j Enterprise open source distribution (<3.4.12), Neo4j core distribution (any), or ONgDB Enterprise 3.5 >)
+ Graphsware PHP-Neo4J Client (Guzzlehttp, Heoku, Myclabs, Pimple, Psr, Silex, Symfony, and Composer)
\$5,000 basic support

Feel free to give me a call and I can help you figure out the best options.

Thank you,

John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780 https://igovsol.com

On Tue, Mar 12, 2019 at 4:35 PM Witherspoon, Robin L <robin.l.witherspoon@perspecta.com> wrote:

Good Afternoon IGovSol Team -

The company's new name is Perspecta formed by the proposed merger of the DXC Technology U.S. Public Sector (USPS)

business with Vencore and KeyPoint Government Solutions, effective June 1, 2018. Effective 11/1/18, Vencore, Inc., changed its name to Perspecta Engineering Inc. This action is a name change only. All references to Vencore, Inc. hereunder have been changed to Perspecta.

Please provide a firm fixed quotation as this is a competitive source solicitation in which criteria for award will be best value which will be a combination of availability, ETA, past performance (if applicable), price and freight.

\*\*Issue a Quote in my name (solely for the purpose of the quote only) under Perspecta Engineering Inc., containing your best possible price having applicable discounts, state on quote if "TAA Compliant" (See definition below) and list your availability. Include shipping cost within the quote and FOB = Destination.\*\*

"TAA refers to the Trade Agreements Act (19 U.S.C. & 2501-2581), which is intended to foster fair and open international trade. TAA requires that the U.S. Government may acquire only "U.S. – made or designated country end products. This act requires that contractors must certify that each end product meets the applicable requirements. End products are 'those articles, materials and supplies to be acquired for public use'." This includes items which have been "substantially transformed" in the United States."

Please review the below specs and "Reply All" when providing your best and final offer no later than 3:00pm EDT on 3/13/19, or sooner. To be considered remember to list either TAA Compliant or non-TAA on your quotation.

**Proposal Quotation Needed** 

Location:

Perspecta Engineering Inc.

15052 Conference Center Drive

Chantilly, VA 20151

**POC: Janet Thompson** 

**Description** Qty

Neo4J Server including the Graphsware PHP-Neo4J Client (Guzzlehttp, Heoku, Myclabs, Pimple, Psr, Silex, Symfony, and Composer)

Perspecta Engineering Inc. RFQ Instructions and CorpDoc02ser are attached for your reference.

In the event you plan not to respond to this request within the time allocated, please send an email stating "No Bid" with an explanation in the body. I look forward to hearing from you and thank you in advance.

Respectfully,

Robin L. Witherspoon

Sr. Procurement Specialist IV

Perspecta Engineering Inc.

Email: <a href="mailto:robin.l.witherspoon@perspecta.com">robin.l.witherspoon@perspecta.com</a>

2

O: 571-612-7013 F:703-460-3971

15050 Conference Center Drive, Chantilly, VA 20151

https://cdn.frontify.

From: John Mark Suhy (jmsuhy@igovsol.com)
To: steins@sec.gov (steins@sec.gov)

CC: BCC:

**Subject:** Re: Neo4j Options / Prices

Attachments:

**Sent:** 05/07/2019 08:01:20 AM -0700 (PST)

I wanted to follow up with you so you understand your options around Neo4j. Most people are not aware of these options, which I will explain why in this email.

First, I believe that Neo4j is no longer on the GSA schedule, meaning you may have to find another path for procurement path, assuming you want to procure it after learning about your free options which you can have existing vendors support as long as they have not signed the Neo4j partner agreement which adds restrictions to Neo4j open source license usage.

I hope this information is useful, feel free to call me anytime with any questions.

I am happy to connect you with the Department of Treasury (IRS) to discuss options as an interagency exchange. They are using ONgDB (Open Native Graph Database) with support from existing vendors and were the first big agency to purchase services from vendors without limitations that are placed on Neo4j partners.

When I mention ONgDB (Open Native Graph Database) - this is just the Neo4j code (https://github.com/neo4j/neo4j) combined with the enterprise code. It is 100% open source and a drop in replacement for the same Neo4j version.

1. You do not have to pay any licensing fees for the software you requested.

Neo4j Enterprise < 3.5 and ONgDB (Open Native Graph Database)

Enterprise (all versions) are available to use 100% free, in production.

You may not know this because Neo4j partners are forbidden to support and promote this in their partner contracts.

2. Neo4j Enterprise <= v3.4, ONgDB Enterprise => v3.5 and all versions of Neo4j community are all 100% free and open. You can use them in production and in closed source projects.

You were looking at a package on GSA which is basically a support subscription which gives you limited email and phone support.

The packages from the link below (that was posted on a GSA schedule previously) are basically support contracts. https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html

Also See:

https://graphfoundation.org/ongdb/

https://github.com/neo4j/neo4j https://github.com/graphfoundation/ongdb

3. Open Native Graph Database (ONgDB) is a free and open fork of Neo4j Enterprise which has been adopted by US Treasury. It is the same core Neo4j source code, and has enterprise modules added. (All open source).

More agencies are adopting ONgDB over Neo4j as they learn that it is just the free and open Neo4j enterprise alternative.

ONgDB takes Neo4j core (which is open source) and adds enterprise features into it, all 100% free and open, with no limits on cores or cluster instances that 'commercial subscriptions' impose.

See:

https://github.com/neo4j/neo4j https://github.com/graphfoundation/ongdb

- 2) Neo4j partners are forbidden from supporting or promoting open source distributions. Furthermore there was a system in place that allowed partners to 'register' an 'opportunity' which further limits your ability to get fair competing quotations.
- 3) You may have brand name justification issues and face protest around any Neo4j procurement because of several factors that are in part because of its dual license model (open source or commercial) and is hard to justify because there is a great deal of past performance across the open source, and forks in the US federal government.

I hope this information was useful.

Feel free to reach out to me anytime if you have any questions.

Respectfully,
John Mark Suhy
iGov Inc
jmsuhy@igovsol.com
703-862-7780
https://igovsol.com
On Wed, May 1, 2019 at 10:08 AM John Mark Suhy wrote:
>
> Hello Mr. Stein,
>
> IAI forwarded me your contact information and said you were inquiring about Neo4j.

>\_\_\_\_\_

> I wanted to let you know I will send you information regarding your Neo4j options by Friday.

> You may not know this but you do not need to purchase Neo4j licenses to use it in production, and you can use it in closed sourced projects. With that said, you are essentially purchasing support.

> I'll put together a write-up that clarifies all options available so you can make a more informed decision / procurement.

> If you have any questions feel free to email or call me anytime at 703-862-7780

> Have a good day,

> John Mark Suhy > CTO iGov Inc > jmsuhy@igovsol.com > 703-862-7780 > https://igovsol.com > > > > > > -- > John Mark Suhy > iGov Inc

### Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 711 of 1198

From: John Mark Suhy (jmsuhy@igovsol.com)
To: Ken Woo (k-woo@northwestern.edu)

CC: BCC:

**Subject:** Re: Neo4j enterprise licensing

Attachments:

**Sent:** 05/29/2019 07:07:24 AM -0700 (PST)

Good morning,

We do not have the current pricing, but I suspect it does not change that much.

I would recommend using the Neo4j Enterprise fork called ONgDB (Open Native Graph Database) if you want all the enterprise features with no limitations on cores, cluster instances, etc. You can use it in production as well.

#### https://graphfoundation.org/ongdb/

We use this for large US government projects and the Graph Foundation was setup to ensure Neo4j/ONgDB remains free and open.

It is Neo4j Core + Enterprise feature set added back in, so it is drop in replacement for a Neo instance of the same version. (Ex: 3.5.5)

Let me know if you have any questions or need any help.

Have a good day,

John Mark

On Wed, May 29, 2019, 9:51 AM Ken Woo <k-woo@northwestern.edu> wrote:

Hello,

Pardon this brief intrusion:

Your blog about Neo4j enterprise licensing and pricing: <a href="https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html">https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html</a>
Very helpful and informative, thank you for posting this.

I was wondering if there were updated licensing and pricing information, you were not kidding about Neo4j keeping these under wraps and very tight lip about them. My organization is planning on offering Neo4j for student use for their homework assignments and not putting into production, what version would you recommend for this scenario?

Thank you for your time.

Ken

Ken Woo, MSCS, MBA, Ed.D.

Senior Director, I.T. and Facilities

Northwestern University

School of Professional Studies

k-woo@northwestern.edu

From: John Mark Suhy (jmsuhy@purethink.com)

**To:** patrick.widener@sandia.gov

CC: BCC:

**Subject:** Ephemeris Service Article

Attachments:

**Sent:** 03/29/2019 08:41:06 PM -0700 (PST)

Hello Patrick,

I came across a document you were working on: https://www.osti.gov/servlets/purl/1497350

We are the vendor who supported Sandia National Laboratories around Neo4j for another project.

I wanted to make sure you knew that you can use Neo4j Enterprise AGPL distributions at no cost, and with no limitations.

I figured you may not know about this.

Also - you may want to check out https://graphfoundation.org/ongdb/ Which is a free and open fork of Neo4j Enterprise starting at 3.5. The US Treasury and other agencies are using the AGPL enterprise distributions in production.

Your Sandia support system is still live - if you need access to it to get the latest enterprise distributions, just let me know.

Have a good weekend,

John Mark Suhy CTO PureThink LLC jmsuhy@purethink.com 703-862-7780 From: Delawder, Colleen M CTR USARMY NGIC (USA)(colleen.m.delawder.ctr@mail.mil)

**To:** John Mark Suhy (jmsuhy@igovsol.com)

CC: BCC:

Subject: RE: [Non-DoD Source] Re: Links - follow up email #2 (UNCLASSIFIED)

Attachments:

**Sent:** 08/08/2019 04:46:52 AM -0700 (PST)

CLASSIFICATION: UNCLASSIFIED

John Mark,

Yes, they did, thank you! I'm looking through them now and I've spoken to Sheila as well. Thanks for all the info and I'll reach back out to you once I've reviewed everything.

Thanks, Colleen

Colleen Delawder, CTR Lead Senior Systems Engineer

NGIC Mission Systems Engineering (NMSE) II

Phone: 434-951-1643

NIPR: colleen.m.delawder.ctr@mail.mil SIPR: colleen.m.delawder.ctr@mail.smil.mil

JWICS: frdelcm@army.ic.gov

From: John Mark Suhy <jmsuhy@igovsol.com>

Sent: Thursday, August 8, 2019 7:16 AM

To: Delawder, Colleen M CTR USARMY NGIC (USA) <colleen.m.delawder.ctr@mail.mil> Cc: Stinemire, Daniel J CTR USARMY NGIC (USA) <daniel.j.stinemire.ctr@mail.mil>

Subject: [Non-DoD Source] Re: Links - follow up email #2

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

Good morning,

Could you please confirm if my 2 emails came through?

Thank you,

John Mark Suhy

On Tue, Aug 6, 2019, 1:39 PM John Mark Suhy <jmsuhy@igovsol.com < Caution-mailto:jmsuhy@igovsol.com > > wrote:

Good morning,

Below are the links I mentioned on our call.

ONgDB (Open Native Graph Database): Neo4j Enterprise OSS distribution downloads 3.5.8 will be up next week.

Caution-https://www.graphfoundation.org/projects/ongdb/ < Caution-https://www.graphfoundation.org/projects/ongdb/ >

All ONgDB distributions are drop-in replacements for Neo4j Enterprise and Neo4j Community as they use the same code base and versioning.

Ex: ONgDB 3.5.8 is a drop-in replacement for Neo4j Enterprise 3.5.8 and so on.

Neo4j Official Source Code Repo:

Caution-https://github.com/neo4j/ < Caution-https://github.com/neo4j/ >

ONgDB Official Source Code Fork Repo:

(Kept in Sync with the official Neo4j source code github repos)
Caution-https://github.com/graphfoundation/ < Caution-https://github.com/graphfoundation/ >

We compile Neo4j branded distributions for agencies who added Neo4j branded distributions instead of ONgDB branded distributions to their white lists. We have all versions of the Neo4j branded distributions up to 3.5 available on our GovCloud s3 download site. If you need a specific version - let me know and I can send you the direct link.

If you wanted Neo4j Enterprise 3.4.7 (neo4j branded) open source version of enterprise: Caution-https://dist.igovsol.com/neo4j-enterprise-3.4.7-unix.tar.gz < Caution-https://dist.igovsol.com/neo4j-enterprise-3.4.7-unix.tar.gz >

We switched to the ONgDB branded Neo4j distributions starting with 3.5.x

The GraphFoundation, who releases ONgDB, was formed as a community run non-profit organization to ensure Neo4j stays free and open. It has a governance model similar to the Apache foundation.

The US Treasury switched to the ONgDB distributions last year, and other federal agencies are starting to make the switch as they learn about Neo4j's dual open source / commercial license models.

I am happy to connect you with the Internal Revenue Service - which is using ONgDB in production for a very large analytics graph.

They can tell you some of the experiences they have had with Neo4j as a company, and why they switched to the open source ONgDB distribution.

Dual open source /commercial licensed software, like Neo4j, are already causing previously unseen issues in procurement (ex: brand name justification), and the same confusion seems to be happening in the white-list / certification areas. You may want to talk to GreyStones Group as they are experts in that area.

Regarding Hume - I am going to reach out to GraphAware this week to see if they have any legal restrictions on Hume being used with Neo4j open source licenses.

There would not be any technical restrictions as the licensing is 'virtual'.

You may also want to research the following technologies that offer same features / compete with Hume in the future if you find Hume to be too expensive, or not able to be configured to your needs.

- GraphGrid: Caution-https://www.graphgrid.com/gdp/ < Caution-https://www.graphgrid.com/gdp/ >
- GreyRaven (GreyStones Group) which also focuses on NLP, AI, etc.
- Linkurious (Not really a competitor of Hume but it allows for the NLP and AI to be added easily and visualized.)
- GraphStack: iGov Inc will be releasing an open source platform to compete with Hume this year called GraphStack (Caution-https://graphstack.io < Caution-https://graphstack.io > ) it is what powers the US Treasury research, analytics, and investigations platform we built out for them. It leverages a micro-service architecture approach along with the top open source NLP, Machine learning. and 'big data' technologies to build extremely performant, software with no license costs. (Think ONgDB, Elastic search, Kafka, Stanford NLP, and many OSS AI packages with different focus areas).

Some other things to consider:

Make sure your legal department reviews any documents Neo4j Inc wants it to sign. You will want to remove any terms that say that once you purchase a commercial license, you can no longer use open source distributions, or terms that place virtual limitations on cores and instances when you agree to a commercial license or EULA. ONgDB has none of these - as it's just the open source AGPL licensed Neo4j code base.

I hope this information is useful,

Feel free to reach out to me at any time if you have any questions.

Respectfully,

John Mark Suhy
iGov Inc
jmsuhy@igovsol.com < Caution-mailto:jmsuhy@igovsol.com >
703-862-7780
Caution-https://igovsol.com < Caution-https://igovsol.com >

CLASSIFICATION: UNCLASSIFIED

From: John Mark Suhy (jmsuhy@igovsol.com)

To: shahak.nagiel@nextcentury.com
CC: diane.griffith@nextcentury.com

BCC:

**Subject:** Re: Neo4j licensing

Attachments:

**Sent:** 10/22/2018 06:50:27 PM -0700 (PST)

Good evening,

The 'closed source components' referenced actually do have the related source code in the git repositories. Neo4j Incremoved the code from the current branches but they were still in the history.

We actually package these feature's source code back into the open source distributions. Turning features such as causal clustering encryption back on.

See: https://github.com/GraphFoundation/neo4j-oe

Also, you can read the following post to understand more about what they have done.

See: https://blog.igovsol.com/2017/11/14/Neo4j-330-is-out-but-where-are-the-open-source-enterprise-binaries.html

These are just some of the reasons brand name justification for Neo4j Enterprise commercial packages is hard to support.

Not to mention the US Treasury has now adopted ONgDB Enterprise - which is the same code base, with just a different name and removal of the commons clause.

Even more, a side by side comparison of the commercial and open source enterprise distributions don't give an advantage from a technical perspective to the commercial side because they have the same feature parity as they come from the same core code base.

In fact the open source distributions have no limits on the number of cluster instances, cores, etc - not to mention they are 100% free.

Usually which one you go with falls to the cost of production support. From a past performance perspective, the open source distributions are actually in production in the Federal government and there are companies such as us, AtomRain, GraphGrid, etc all have past performance providing production support for federal agencies for Neo4j Enterprise open source licenses.

One thing you will find in your research is that Neo4j partners are not allowed to promote or support the open source licenses, and furthermore, Neo4j Inc usually assigns a single partner to a specific deal, so from the commercial perspective, you actually have less options.

I would be happy to connect you with the US Treasury team we work with who are some of the original teams who moved to the open source enterprise distributions of Neo4j. They have met with other agencies in the past to share their experience.

Feel free to call me anytime if you have more questions.

John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780 https://igovsol.com On Mon, Oct 22, 2018 at 8:50 PM Shahak Nagiel <<u>shahak.nagiel@nextcentury.com</u>> wrote: Hi John,

I am trying to better understand the licensing nuances of Neo4j Enterprise Edition, and came across <u>some posts you made</u> <u>on StackOverflow</u>.

Neo4j's github repo includes this at the bottom in the License section (emphasis mine):

Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 with the Commons Clause in this repository, and other closed source components not present in this repository.

When packaged as a binary, Enterprise Edition includes additional closed-source components *not* available in this repository and requires a commercial license from Neo4j Sweden AB or one of its affiliates.

I'm curious whether you're familiar with what this means (i.e. what's excluded), especially given that <u>one of the sub-modules</u> seems to be the Enterprise bundle?



#### Shahak Nagiel

Principal Engineer
w (240) 297-5089 | c (413) 274-2425
shahak.nagiel@nextcentury.com



2701 Technology Drive, Suite 300 | Annapolis Junction, MD 20701 main: 443.545.3100 | fax: 240.456.0010 | www.nextcentury.com









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 From:
 Brad Nussbaum

 To:
 Shabak Nagiel

 Ce:
 Daine Griffith; John Mark Suhy

 Subject:
 Re: Neodj licensing

 Date:
 Tuesday, February 19, 2019 7:21:50 AM

The Free Software foundation, which owns rights to AGPLv3 license and its use, reviewed the Commons Clause that had been added and determined that it was not valid. AGPLv3 has clauses preventing additional clauses from being added and still licensing under the AGPLv3 license.

Best, Brad

On Feb 19, 2019, at 10:46, Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

Hi Drad

Nice to meet you as well. Could you please elaborate on this sentence:

And when Neo4j, Inc. realized that the additional Commons Clause didn't prevent usage of enterprise features, it made the ultimate decision to remove all enterprise modules...

Neo4) sales guys actually contacted us recently specifically about the Commons Clause modifier to the AGPLv3 license, pointing out that we may be in violation of it (if we are using open-sourced builds of their software—including, by extension, ONgDB). What is this realization you are referring to?

Appreciate your time.



Shahak Nagiel

Principal Engineer
w (240) 297-5089 | c (413) 274-2425

?????

2701 Technology Drive, Suite 300 | Annapolis Junction, MD 20701 main: 443.545.3100 | fax: 240.456.0010 | www.nextcentury.com



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From: Brad Nussbaum < brad@graphfoundation.org>

Sent: Tuesday, February 19, 2019 9:07 AM

To: Shahak Nagiel

**Cc:** Diane Griffith; John Mark Suhy **Subject:** Re: Neo4j licensing

Hi Shahak,

Nice to e-meet you

Our intent is to move ONgDB forward in a fully open source manner governed by The Graph Foundation (non-profit). ONgDB 3.5 restores the Neo4j Enterprise source code that was removed by Neo4j, Inc. (from <a href="https://github.com/neo4j/ineo4j">https://github.com/neo4j/ineo4j</a> and continues development forward from there. Legacy Neo4j, Inc. contributions will continue to be licensed under AGPLV3 and net new Graph Foundation contributions will adopt a more open license structure. We are considering options right now from the community and would like to see the project eventually move fully to Apache2.

Our repo (<a href="https://github.com/graphfoundation/ongdb/">https://github.com/graphfoundation/ongdb/</a>) has all the enterprise capabilities in 3.5. You can find access to new distributions on the foundation site at <a href="https://www.graphfoundation.org/grojects/ongdb/">https://www.graphfoundation.org/grojects/ongdb/</a>)

You can read more about Neo4j, Inc.'s recent changes and the full Graph Foundation response here: https://www.graphfoundation.org/neo4j-is-open-core-now-what-ujah7ein5mis.

Best, Brad

On Feb 19, 2019, at 08:48, John Mark Suhy <jmsuhy@igovsol.com> wrote:

wanted to introduce you to Brad Nussbaum from the Graph Foundation

He can tell you more about the high level goals and plans around ONgDB and answer any specific questions as well relating to ONgDB.

I cc'd him on this thread.

Have a good day,

John Mark

On Mon, Feb 18, 2019 at 8:01 PM Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

No concerns on my part; I'm just trying to understand the plans and the implications for the future. So will the Community portion of the codebase be merged from the neo4j repo for every release?

Thanks, and good evening.

Get Outlook for Android

From: John Mark Suhy <imsuhy@igovsol.com>
Sent: Monday, February 18, 2019 7:41:07 PM
To: Shahak Nagiel

Cc: Diane Griffith
Subject: Re: Neo4j licensing

Yes - the graph foundation will be managing the enterprise features moving forward.

If you are using ONgDB and have any concerns, or don't see it keeping up with enterprise features, you can always switch to a commercial Neo4j Enterprise package through any partner on the Neo4j comwebsite.

GFI 30(b)(6)
Brad Nussbaum

Ex 32

10/16/2020 D Myers

On Mon, Feb 18, 2019 at 7:37 PM Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

Thanks, John. That helps, but this basically means that all enterprise changes moving forward (big fixes and new features alike) are completely forked off from Neo4j proper, right? Any concerns about long-term consistency/parity/maintainability?

#### Get Outlook for Android

From: John Mark Suhy <jmsuhy@igovsol.com> Sent: Monday, February 18, 2019 7:29:00 PM

To: Shahak Nagiel Cc: Diane Griffith

Subject: Re: Neo4j licensing

Check out this issue - It may help you with your question.

https://github.com/graphfoundation/ongdb/issues/3

On Mon, Feb 18, 2019 at 6:33 PM Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

Hi John.

I presume you're aware that, as of the 3.5 branch in github, Neo4j seems to have close-sourced the entire enterprise/ directory. (Here's one commit that was related.)

What's your take on this? Where does this leave ONgDB moving forward?

Regards. Shahak



Shahak Nagiel Principal Engineer w (240) 297-5089 | c (413) 274-2425 ? ? ? ? ?

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From: John Mark Suhy < imsuhy@igovsol.com > Sent: Monday, October 22, 2018 9:50 PM

To: Shahak Nagiel Cc: Diane Griffith

Subject: Re: Neo4j licensing

The 'closed source components' referenced actually do have the related source code in the git repositories. Neo4j Inc removed the code from the current branches but they were still in the history.

We actually package these feature's source code back into the open source distributions. Turning features such as causal clustering encryption back on. See: https://github.com/GraphFoundation/neo4i-oe

Also, you can read the following post to understand more about what they have done.

See: https://blog.igovsol.com/2017/11/14/Neo4i-330-is-out-but-where-are-the-open-source-enterprise-binaries.html

These are just some of the reasons brand name justification for Neo4j Enterprise commercial packages is hard to support. Not to mention the US Treasury has now adopted ONqDB - which is the same code base, with just a different name and removal of the commons clause.

Even more, a side by side comparison of the commercial and open source enterprise distributions don't give an advantage from a technical perspective to the commercial side because they have the same feature parity as they come from the same core code base

In fact the open source distributions have no limits on the number of cluster instances, cores, etc - not to mention they are 100% free

Usually which one you go with falls to the cost of production support. From a past performance perspective, the open source distributions are actually in production in the Federal government and there are companies such as us , AtomRain, GraphGrid, etc all have past performance providing production support for federal agencies for Neo4j Enterprise open

One thing you will find in your research is that Neo4j partners are not allowed to promote or support the open source licenses, and furthermore, Neo4j Inc usually assigns a single partner to a specific deal, so from the commercial perspective, you actually have less options

I would be happy to connect you with the US Treasury team we work with who are some of the original teams who moved to the open source enterprise distributions of Neo4j. They have met with other agencies in the past to share their experience.

Feel free to call me anytime if you have more questions

John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780 https://igovsol.com

On Mon, Oct 22, 2018 at 8:50 PM Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote.

I am trying to better understand the licensing nuances of Neo4j Enterprise Edition, and came across some posts you made on StackOverflow.

Neo4i's github repo includes this at the bottom in the License section (emphasis mine):

Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 with the Commons Clause in this

repository, and other closed source components not present in this repository.

When packaged as a binary, Enterprise Edition includes additional closed-source components not available in this repository and requires a commercial license from Neo4j Sweden AB or one of its affiliates.

I'm curious whether you're familiar with what this means (i.e. what's excluded), especially given that one of the sub-modules seems to be the Enterprise bundle?



Shahak Nagiel

Principal Engineer w (240) 297-5089 | c (413) 274-2425 shahak.nagiel@nextcentury.com

?????

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John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780

 From:
 Shahak Naglel

 To:
 Brad Nussbaum

 Cc:
 Diane Griffith: John Mark Suhy

 Subject:
 Re: Neof) licensing

 Date:
 Tuesday, February 19, 2019 7:37:40 AM

Thanks for your perspective, and I did run across this Github thread (which John was involved in) that seems to discuss this issue. However, there does not seem to be a resolution there (certainly not from the Neo4j perspective, which defends their use of both AGPL and the Commons Clause). Are there any other sources of information / guidance in this respect? e.g. have any independent or government legal authorities weighed in on this to your knowledge?



Shahak Nagiel
Principal Engineer
w (240) 297-5089 | c (413) 274-2425
shahak nagiel@nextcentury.com

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From: Brad Nussbaum <brad@graphfoundation.org>
Sent: Tuesday, February 19, 2019 11:21 AM

To: Shahak Nagiel

Cc: Diane Griffith; John Mark Suhy Subject: Re: Neo4i licensing

The Free Software foundation, which owns rights to AGPLv3 license and its use, reviewed the Commons Clause that had been added and determined that it was not valid. AGPLv3 has clauses preventing additional clauses from being added and still licensing under the AGPLv3 license.

Best, Brad

On Feb 19, 2019, at 10:46, Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

Hi Brad.

Nice to meet you as well. Could you please elaborate on this sentence:

And when Neo4j, Inc. realized that the additional Commons Clause didn't prevent usage of enterprise features, it made the ultimate decision to remove all enterprise modules...

Neo4j sales guys actually contacted us recently specifically about the Commons Clause modifier to the AGPLv3 license, pointing out that we may be in violation of it (if we are using open-sourced builds of their software--including, by extension, ONgDB). What is this realization you are referring to?

Appreciate your time.



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From: Brad Nussbaum < brad@graphfoundation.org>

Sent: Tuesday, February 19, 2019 9:07 AM

To: Shahak Nagiel

Cc: Diane Griffith; John Mark Suhy Subject: Re: Neo4j licensing

Subject: Re: Neo4j licensin

Nice to e-meet you.

Hi Shahak

Our intent is to move ONgDB forward in a fully open source manner governed by The Graph Foundation (non-profit). ONgDB 3.5 restores the Neo4j Enterprise source code that was removed by Neo4j, Inc. from <a href="https://github.com/neo4j/neo4j">https://github.com/neo4j/neo4j</a> and continues development forward from there. Legacy Neo4j, Inc. contributions will continue to be licensed under AGPLv3 and net new Graph Foundation contributions will adopt a more open license structure. We are considering options right now from the community and would like to see the project eventually move fully to Apache2.

Our repo (<a href="https://github.com/graphfoundation/ongdb/">https://github.com/graphfoundation/ongdb/</a>) has all the enterprise capabilities in 3.5. You can find access to new distributions on the foundation site at <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a>.

You can read more about Neo4j, Inc.'s recent changes and the full Graph Foundation response here: https://www.graphfoundation.org/neo4j-is-open-core-now-what-ujah7ein5mis/

Best,

Brad

On Feb 19, 2019, at 08:48, John Mark Suhy <jmsuhy@igovsol.com> wrote:

I wanted to introduce you to Brad Nussbaum from the Graph Foundation.

He can tell you more about the high level goals and plans around ONgDB and answer any specific questions as well relating to ONgDB

I cc'd him on this thread.

Have a good day,

GFI 30(b)(6)
Brad Nussbaum

Ex 33

10/16/2020 D Myers

John Mark

On Mon. Feb 18, 2019 at 8:01 PM Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

No concerns on my part; I'm just trying to understand the plans and the implications for the future. So will the Community portion of the codebase be merged from the neo4j repo for every release?

Thanks, and good evening.

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From: John Mark Suhy < jmsuhy@igovsol.com >

Sent: Monday, February 18, 2019 7:41:07 PM

To: Shahak Nagiel

Cc: Diane Griffith

Subject: Re: Neo4j licensing

Yes - the graph foundation will be managing the enterprise features moving forward

If you are using ONgDB and have any concerns, or don't see it keeping up with enterprise features, you can always switch to a commercial Neo4i Enterprise package through any partner on the Neo4i.comw

On Mon. Feb 18, 2019 at 7:37 PM Shahak Nagiel <shahak.nagiel@nextcenturv.com> wrote:

Thanks, John. That helps, but this basically means that all enterprise changes moving forward (big fixes and new features alike) are completely forked off from Neo4j proper, right? Any concerns about long-term consistency/parity/maintainability?

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From: John Mark Suhy < imsuhy@igovsol.com>

Sent: Monday, February 18, 2019 7:29:00 PM

To: Shahak Nagiel Cc: Diane Griffith

Subject: Re: Neo4i licensing

Check out this issue - It may help you with your question.

https://github.com/graphfoundation/ongdb/issues/3

On Mon, Feb 18, 2019 at 6:33 PM Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

Hi John,

I presume you're aware that, as of the 3.5 branch in github, Neo4j seems to have close-sourced the entire enterprise/ directory. (Here's one commit that was related.)

What's your take on this? Where does this leave ONgDB moving forward?

?

Shahak Nagiel

Principal Engineer w (240) 297-5089 | c (413) 274-2425 shahak.nagiel@nextcentury.com

?????

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From: John Mark Suhy <jmsuhy@igovsol.com>

Sent: Monday, October 22, 2018 9:50 PM

To: Shahak Nagiel Cc: Diane Griffith

Subject: Re: Neo4j licensing

Good evening.

The 'closed source components' referenced actually do have the related source code in the git repositories. Neo4j Inc removed the code from the current branches but they were still in

We actually package these feature's source code back into the open source distributions. Turning features such as causal clustering encryption back on. See: https://github.com/GraphFoundation/neo4j-oe

Also, you can read the following post to understand more about what they have done.

See: https://blog.igovsol.com/2017/11/14/Neo4j-330-is-out-but-where-are-the-open-source-enterprise-binaries.html

These are just some of the reasons brand name justification for Neo4j Enterprise commercial packages is hard to support. Not to mention the US Treasury has now adopted ONgDB Enterprise - which is the same code base, with just a different name and removal of the commons clause.

Even more, a side by side comparison of the commercial and open source enterprise distributions don't give an advantage from a technical perspective to the commercial side because they have the same feature parity as they come from the same core code base

In fact the open source distributions have no limits on the number of cluster instances, cores, etc - not to mention they are 100% free.

Usually which one you go with falls to the cost of production support. From a past performance perspective, the open source distributions are actually in production in the Federal

government and there are companies such as us , AtomRain, GraphGrid, etc all have past performance providing production support for federal agencies for Neo4j Enterprise open

One thing you will find in your research is that Neo4j partners are not allowed to promote or support the open source licenses, and furthermore, Neo4j Inc usually assigns a single partner to a specific deal, so from the commercial perspective, you actually have less options.

I would be happy to connect you with the US Treasury team we work with who are some of the original teams who moved to the open source enterprise distributions of Neo4j. They have met with other agencies in the past to share their experience.

Feel free to call me anytime if you have more questions

John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780 https://igovsol.com

On Mon, Oct 22, 2018 at 8:50 PM Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote: Hi John,

I am trying to better understand the licensing nuances of Neo4j Enterprise Edition, and came across some posts you made on StackOverflow.

Neo4j's github repo includes this at the bottom in the License section (emphasis mine):

Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 with the Commons Clause in this repository, and other closed source components not present in this repository.

When packaged as a binary, Enterprise Edition includes additional closed-source components not available in this repository and requires a commercial license from Neo4i Sweden AB or one of its affiliates.

I'm curious whether you're familiar with what this means (i.e. what's excluded), especially given that one of the sub-modules seems to be the Enterprise bundle?



Shahak Nagiel w (240) 297-5089 | c (413) 274-2425 shahak.nagiel@nextcentury.com ?????

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John Mark Suhv iGov Inc jmsuhy@igovsol.com 703-862-7780

From: Brad Nussbaum
To: Shahak Nagiel

Cc: <u>Diane Griffith</u>; <u>John Mark Suhy</u>

**Subject:** Re: Neo4j licensing

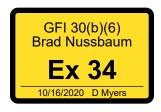
**Date:** Tuesday, February 19, 2019 11:00:55 AM

ONgDB is currently in use at US Treasury (IRS). Their legal counsel conducted a thorough evaluation of the licensing situation and arrived at the conclusion that Graph Foundation distributions of ONgDB could be used without needing a Neo4j, Inc. license.

Best, Brad

On Feb 19, 2019, at 11:37, Shahak Nagiel <<u>shahak.nagiel@nextcentury.com</u>> wrote:

perspective, which defends their use of both AGPL and the Commons Clause). Are there any other sources of information / guidance in this respect? e.g. have any independent or gove



# **EXHIBIT 51**

From: Brad Nussbaum
To: Shahak Nagiel

Cc: Diane Griffith; John Mark Suhy
Subject: Re: Neo4j licensing

Date: Tuesday, February 19, 2019 11:57:33 AM

It was an internal review so there isn't a document that can be distributed. We are conducting a similar process with other agencies. If you connect us with parties heading up your evaluation then we can go through a similar process with them.

Best, Brad

On Feb 19, 2019, at 15:04, Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

Aha!

Any chance I could get a copy of that? (Or, any chance we could get our govies to request it through more official channels?)



#### Shahak Nagiel

Principal Engineer w (240) 297-5089 | c (413) 274-2425 shahak.nagiel@nextcentury.com

?????

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From: Brad Nussbaum < brad@graphfoundation.org>

Sent: Tuesday, February 19, 2019 3:00 PM

To: Shahak Nagiel

**Cc:** Diane Griffith; John Mark Suhy **Subject:** Re: Neo4j licensing

ONgDB is currently in use at US Treasury (IRS). Their legal counsel conducted a thorough evaluation of the licensing situation and arrived at the conclusion that Graph Foundation distributions of ONgDB could be used without needing a Neo4j, Inc. license.

Best,

On Feb 19, 2019, at 11:37, Shahak Nagiel <shahak.nagiel@nextcentury.com> wrote:

perspective, which defends their use of both AGPL and the Commons Clause). Are there any other sources of information / guidance in this respect? e.g. have any independent or gove

GFI 30(b)(6)
Brad Nussbaum

Ex 35

10/16/2020 D Myers

From: Brad Nussbaum

To: Michał Komorowski

Subject: Re: Questions about ONgDB

Date: Tuesday, February 11, 2020 8:53:54 AM

Attachments: image001.png

image002.png

Hi Michal,

Thank you for your interest in using ONgDB. I'd be happy to answer your questions and help guide you here as best I can.

- 1. As you mentioned, The Graph Foundation relies on community support to move development forward. Our current priority order for the 4.0 release is: multi-database support, sharding and then security. It is possible we will make an initial 4.0 release with multi-database support and continue to roll out new features in subsequent releases. We do anticipate it will take some time to reach feature parity. Our goal is to work toward feature parity for the features that have been released and that are the most desirable by the community. We will continue integrating in neo4j open core and stay as compatible as possible to allow for easy switching between Neo4j and ONgDB.
- 2. Programs are available for training, advisory and production support through our commercial sponsors such as GraphGrid. GraphGrid is the largest contributor to ONgDB to date with the most certified professionals on staff. Typical onsite delivery will cover all the topics you mentioned and you will have the ability to get continued development and production support going forward. All support is done with fully open source releases and always under the open source licenses. Any fixes are always committed back to the open source project.

I'd be happy to setup a call to discuss further.

Best, Brad

From: Michał Komorowski < Michal. Komorowski@adform.com>

**Date:** Tuesday, February 11, 2020 at 6:19 AM

**To:** "devrel@graphfoundation.org" <devrel@graphfoundation.org>

**Subject:** Questions about ONgDB

Hi,

I'm writing because we seriously consider to build our IAM solution based on ONgDB graph database. Because of that I'd like to ask a few questions:

- 1. As far as I know ONgDB is developed only because of hard work of community contributors (thanks to that). However, it also means that it takes time to develop new features. My question is if there are plans to make ONgDB compatible with recently releases Neo4j v4 (sharding etc.) and if yes what is a timeline.
- 2. Do you organize trainings/workshops regarding ONgDB? We are mainly interested in topics like:

administration, writing fast queries, efficient modelling, optimizations.

If you prefer and have time we can also make a call.

Regards, Michał Komorowski



Michał Komorowski Lead Software Engineer

Email: Michal.Komorowski@adform.com

Mobile:

UI. Waryńskiego 3a, 00-645 Warsaw, Poland

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From: Brad Nussbaum

To: Michał Komorowski

Subject: Re: Regarding the yesterday"s meetings

Date: Wednesday, February 19, 2020 7:42:49 AM

Attachments: image001.png image002.png

Hi Michal.

I reached out to the folks at Tufin and will get you connected with Haggai who is the head of engineering there. They are using ONgDB 3.5 and we delivered a boot camp for them in October of last year.

#### I can cover both the training and the consultation work in a single 5-day boot camp delivery:

- 1. The weeks I have open are March 2<sup>nd</sup>, 16<sup>th</sup> and the 30<sup>th</sup>
- 2. The cost for the full week excluding expenses is \$11,000
- 3. We would need to get through contracts this week yet to make March 2<sup>nd</sup> work but that's possible to do

If everything looks good here I can get this written up and sent over.

Best, Brad

**From:** Brad Nussbaum <brad@graphfoundation.org>

Date: Friday, February 14, 2020 at 12:56 PM

To: Michał Komorowski < Michal. Komorowski@adform.com>

**Cc:** Izabela Błaszczyk <Izabela.Blaszczyk@adform.com>, Artur Kordzik

<artur.Kordzik@adform.com>, Alejandro Crespo <alejandro.Crespo@adform.com>

Subject: Re: Regarding the yesterday's meetings

Hey Michael,

Thank you for the follow up and providing this additional information. Here are some answers point by point:

- 1. I will get an estimate for this early next week along with some dates for delivery.
- 2. Yes, that's correct. I will reach out to them and see if they are open to sharing their use case.
- 3. Yes, you have the roadmap correct.

Hope you have a good weekend and I will reach back out early next week.

Best, Brad GFI 30(b)(6)
Brad Nussbaum

Ex 30

10/16/2020 D Myers

From: Michał Komorowski < Michal. Komorowski @adform.com>

Date: Friday, February 14, 2020 at 2:13 AM

**To:** Brad Nussbaum <br/> <br/> brad@graphfoundation.org>

**Cc:** Izabela Błaszczyk <Izabela.Blaszczyk@adform.com>, Artur Kordzik

<a href="mailto:</a> <a href="mailto:Artur.Kordzik@adform.com">Artur.Kordzik@adform.com</a>, Alejandro Crespo <a href="mailto:Alejandro.Crespo@adform.com">Alejandro.Crespo@adform.com</a>

**Subject:** Regarding the yesterday's meetings

Hi Brad.

Thanks for the yesterday's meeting.

- 1. Here are details of what we need. Can you estimate costs of such services?
  - a. 2 days of advanced training for the group of up to 10 people
    - i. Specific topics to cover:
      - 1. Administration
      - 2. Scalability
      - 3. Writing performant queries
      - 4. Topics and hints regarding modelling
  - b. 3 days of consultations focused mainly on the review and optimization of our model and our queries.
  - c. Place: Warsaw

We are also welcomed for your suggestion regarding the plan above.

- 2. You mentioned some security company that uses OngDB.
  - a. Is it this one: <a href="https://www.tufin.com/">https://www.tufin.com/</a>?
  - b. Could you contact us with someone from Tufin so that we could talk with them about their experience with ONgDB (of course if they want and have time to do so)?
- 3. I also wanted to confirm your roadmap regarding development of ONgDB:
  - a. The first step is to prepare ONgDB v4 based on Neo4j open core v4 and migrate there features that have been developed for ONgDB v3.5.
  - b. Multidatabse.
  - c. Sharding.
  - d. Security.

Regards, Michał



Michał Komorowski Lead Software Engineer

Email: Michal.Komorowski@adform.com

Ul. Waryńskiego 3a, 00-645 Warsaw, Poland

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From: John Mark Suhy (jmsuhy@igovsol.com)

To: lee.e.smales.civ@mail.mil

CC: BCC:

Subject: Question regarding: Global Adaptive Planning Collaborative Information Environment 2.0

Attachments:

**Sent:** 08/22/2018 11:40:41 AM -0700 (PST)

I noticed in an older FBO sources sought (link below) that you were looking for people with experience with Neo4j, which you referred to as FOSS (Free and open source) which is not entirely true.

You may want to reference the Neo4j Enterprise open source distribution which has the name "ONgDB Enterprise". ONgDB = Open Native Graph Database. This distribution is the free and open source fork of Neo4j Enterprise. US Treasury and other agencies use this.

I figured you may want to pass this back to the team who had you put out the solicitation because when you use the name Neo4j (Enterprise), you are usually referencing the commercial license.

ONgDB Enterprise is built from the same official source code, but is 100% open source with no catches.

Link: https://www.graphfoundation.org/projects/ongdb/

I would be happy to connect you with our US Treasury point of contacts to verify everything. If you create a follow up solicitation - and only name Neo4j, it could be a problem for you.

Below is the line this email discusses, and shows you how to change it to be accurate.

Other FOSS products incorporated include LeafletJS, GeoTools, TinyMCE, docx4j, Hazelcast, JQuery, JQuery UI, Spring, Hibernate, DropWizard, Docker, and **neo4j**.

to

Other FOSS products incorporated include LeafletJS, GeoTools, TinyMCE, docx4j, Hazelcast, JQuery, JQuery UI, Spring, Hibernate, DropWizard, Docker, and neo4j/ONgDB.

https://www.fbo.gov/spg/USAF/AFMC/ESC/FA8730-SS-GAPCIE/listing.html

Have a good day,

John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780 https://igovsol.com

# EXHIBIT 55 REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

From: John Mark Suhy (jmsuhy@purethink.com)

To: licensing@fsf.org

CC: BCC:

**Subject:** Re: [gnu.org #1295811] Neo4j Inc recently added restrictive license conditions to AGPL license.

Attachments:

**Sent:** 06/20/2018 02:51:03 PM -0700 (PST)

Good evening Donald,

Thank you for taking the time to help us. This was very useful.

I would like to add some context to the question and ask 2 follow up questions below.

We are creating a fork of the open source Neo4j graph database, and putting the fork under the control of a non profit organization with a governance model that will ensure the technology remains free and open to all in the future.

Neo4j Database (aka Neo4j) is currently licensed under the GPL license for their community edition and AGPL v3 for their enterprise edition.

The AGPL license is found in License.txt files in the enterprise folders of their public GitHub repository: <a href="https://github.com/neo4j/neo4j/">https://github.com/neo4j/neo4j/</a>

Our fork is only focused on the enterprise edition which is AGPL v3 - and which was modified by Neo4j Inc in the code base.

Neo4j Inc is the copyright holder of the Neo4j Database code we are going to fork. We are calling the fork a different name, and the fork will remain AGPL as required.

Neo4j Inc has a separate commercial license for Neo4j Database (Neo4j) which as a copyright holder we understand is allowed. This is not the issue.

Our issue and questions are around Neo4j Inc's recent addition of restrictive terms to the AGPL v3 license found in the License.txt files in their code base.

See: https://github.com/neo4j/neo4j/blob/3.4/enterprise/neo4j-enterprise/LICENSE.txt

Below is a summary of their modifications they added to this file. Each of the AGPL License.txt files are identical to the reference link below.

https://github.com/neo4j/neo4j/blob/3.4/enterprise/neo4j-enterprise/LICENSE.txt

At the top of the License file they added the following:

The software ("Software") is developed and owned by Neo4j Sweden AB (referred to in this notice as "Neo4j") and is subject to the terms of the GNU AFFERO GENERAL PUBLIC LICENSE Version 3, with the Commons Clause as follows:

.... AGPL v3 Standard License content here.....

At the very bottom of the License file they added the following content:

"Commons Clause" License Condition

The Software is provided to you by the Licensor under the License, as defined below, subject to the following condition. Without limiting



other conditions in the License, the grant of rights under the License will not include, and the License does not grant to you, the right to Sell the Software. For purposes of the foregoing, "Sell" means practicing any or all of the rights granted to you under the License to provide to third parties, for a fee or other consideration, a product or service that consists, entirely or substantially, of the Software or the functionality of the Software. Any license notice or attribution required by the License must also include this Commons Cause License Condition notice.

Neo4j Inc is then referencing these new restrictive clauses to cause legal uncertainty to anyone who is considering using their enterprise software, or any forks.

They have told us that our fork of Neo4j Database must abide by these additional restrictions added to the License.txt files that contain the AGPL license content.

This behavior is what drove the need for an open and free fork in the first place.

Neo4j Inc has told us that the additional clauses they added to the AGPL License.txt files must not be removed, and must be present in our new fork.

Below are the follow up questions we have relating to our fork of their project. We want to ensure we are doing this right so the community benefits and we honor our obligations under the AGPL license.

- 1) As the copyright holder, is Neo4j Inc allowed to add the specific additional terms mentioned above to the License.txt file (containing the AGPL license terms) and enforce these new additions? https://github.com/neo4j/neo4j/blob/3.4/enterprise/neo4j-enterprise/LICENSE.txt
- 2) In our fork, are we allowed to remove the additional terms and comments they have added to the License.txt files that go beyond the standard AGPL v3 license content?

Neo4j Inc is telling us that we can not change these License.txt files, i.e. we must leave these additional restrictions and content in the AGPL License.txt files of our forked code.

They then reference them to cause legal uncertainty.

The following GitHub diff link clarifies exactly what we would do by removing extraneous content beyond the standard AGPLv3 license in those files:

https://github.com/graphstackio/neo4j/pull/5/commits/d5cf74ea538cf80a94c8eee059cfb5a0e2b2ac72

We appreciate your guidance, we have not been able to find answers to these questions for quite some time now.

Thank you,

Respectfully,

John Mark Suhy PureThink jmsuhy@purethink.com 703-862-7780 http://purethink.com

On Tue, May 22, 2018 at 11:38 AM, Donald R Robertson III via RT <a href="mailto:ricensing@fsf.org">licensing@fsf.org</a> wrote:

On Sat May 19 03:00:41 2018, jmsuhy@purethink.com wrote: > I am not sure whom to bring this up to, but Neo4j Inc, recently added > restrictive licensing conditions to their AGPL license. It is my > understanding that this is not allowed. > Being such a high profile company, I wanted to bring it to your > attention and ask if these additions are allowed by AGPL, and if not -> who would be responsible for ensuring they remain compliant? > The addition of "Commons Clause" License condition was added to their > AGPL license file. The link is below. > https://github.com/neo4j/neo4j/blob/3.4/enterprise/server-> enterprise/LICENSE.txt > "Commons Clause" License Condition > The Software is provided to you by the Licensor under the License, as > defined below, subject to the following condition. Without limiting > other conditions in the License, the grant of rights under the License > will not include, and the License does not grant to you, the right to > Sell the Software. For purposes of the foregoing, "Sell" means > practicing any or all of the rights granted to you under the License > to provide to third parties, for a fee or other consideration, > a product or service that consists, entirely or substantially, > of the Software or the functionality of the Software. Any license > notice or attribution required by the License must also include > this Commons Cause License Condition notice. > > > > John Mark Suhy > PureThink > jmsuhy@purethink.com > 703-862-7780 > http://purethink.com

Thank you for your time. Both the GPL and AGPL prevent the addition of further restrictions:

"All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term."

If the distribution includes code that is copyright to someone else, then you can follow the instructions at <a href="https://www.gnu.org/licenses/gpl-violation.html">https://www.gnu.org/licenses/gpl-violation.html</a> for filing a violation report with the copyright holder. Only the copyright holder has the power to enforce the terms of the license.

Thanks for checking in on this, and I hope this helps.

Sincerely,

Donald R. Robertson, III, J.D. Licensing & Compliance Manager

Free Software Foundation 51 Franklin Street, Fifth Floor Boston, MA 02110, USA Phone +1-617-542-5942 Fax +1-617-542-2652 ex. 56

---

# The Graph Foundation

Open Graph Technology for Public Good

Menu

# Open Native Graph DB (ONgDB)

The free and open source Neo4j Enterprise project

Open Native Graph DB (ONgDB) is a non-restrictive fork of Neo4i, the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language, ACID transactions and high availability clustering. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, ONgDB offers orders of magnitude performance benefits compared to relational DBs.

# Licensing

ONgDB distributions are licensed under AGPLv3 as a free and open drop-in replacements of Neo4j Enterprise commercial licensed distributions with the same version number.

#### Latest Release

ONgDB 3.5.8 is expected to be out shortly. We skipped a few versions to allow Neo4i to fix some bugs in previous versions.

ONgDB 3.5.4

10 May 2019: Release Notes | Source Code

Mac/Linux	ongdb-enterprise-3.5.4-unix.tar.gz				
Windows 64 bit	ongdb-enterprise-3.5.4-windows.zip				
Windows 32 bit	ongdb-enterprise-3.5.4-windows.zip				
Docker Image	ONgDB 3.5.4 Docker Hub	GFI 30(b)(6) Brad Nussbaum  Ex 21  10/16/2020 D Myers			

## **Recent Releases**

- ONgDB 3.5.3
- ONgDB 3.5.1
- ONgDB 3.4.12
- ONgDB 3.4.11

## **Pages**

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- Open Native Graph DB (ONgDB)
  - ONgDB Releases
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    - o ONgDB 3.4.9
    - ONgDB 3.5.1
    - o ONgDB 3.5.3
    - ONgDB 3.5.4

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#### graphfoundation / ongdb

ONgDB (Open Native Graph DB) - Neo4j fork with enterprise code base. ONgDB keeps in sync with the Neo4j github repo. https://www.graphfoundation.org/proje...

<b>61,025</b> commits	№ 26 branches	♦ 278 releases	177 contributors	ಶ <u>್</u> ಷೆ AGPL-3.0	
Branch: 3.5 ▼ New pull request				Find File	Clone or download ▼
bradnussbaum Merge remote-tracking branch 'neo4j/3.5' into 3.5		Latest commit 4b160f7 9 hours ago			
github/ISSUE_TEMPLATE	Remove custom template.			4 months ago	
imvn .mvn	Add the maven-profiler extension		3 years ago		
build-resources	3.5.12				9 hours ago
<b>build</b>	Added build and intellij coc	lestyle file for developers of	ONgDB who u		9 months ago
community	Merge remote-tracking bra	nch 'neo4j/3.5' into 3.5			9 hours ago
enterprise enterprise	3.5.12				9 hours ago
integrationtests	3.5.12				9 hours ago
packaging packaging	Merge remote-tracking bra	nch 'neo4j/3.5' into 3.5			9 hours ago
stresstests	3.5.12				9 hours ago
tools	3.5.12				9 hours ago
gitignore	Shade ASM to avoid conflic	ts in embedded deploymen	its		2 years ago
scalafmt.conf	initial scala auto-formatting	of util module			2 years ago
CONTRIBUTING.md	Change some more http to	https			3 years ago
LICENSE.txt	Updated the LICENSE.txt file	e to be pure AGPL as to not	violate the fs		7 months ago
README.asciidoc	Updated documentation to	reference jdkman usage fo	r building distribu		last month
pom.xml	3.5.12				9 hours ago

■ README.asciidoc

# ONgDB - Neo4j Enterprise Fork: Graphs for Everyone

Neo4j is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

Learn more on the Neo4j website.

Learn more about ONgDB at Graph Foundation website

#### Using ONgDB & Neo4j

Neo4j is available both as a standalone server, or an embeddable component. You can download or try Neo4j online.

## Extending ONgDB & Neo4j

We encourage experimentation with ONgDB & Neo4j. You can build extensions to ONgDB & Neo4j, develop library or drivers atop the product, or make contributions directly to the product core. You'll need to sign a Contributor License Agreement in order for us to accept your patches.

Note

This GitHub repository contains mixed GPL and AGPL code. Our Community edition (in the community/ directory) is GPLv3. The Enterprise edition (enterprise/) is licensed under the AGPLv3.

#### **Dependencies**

Neo4j is built using Apache Maven version 3.3 and a recent version of supported VM. Bash and Make are also required. Note that maven needs more memory than the standard configuration, this can be achieved with export MAVEN\_OPTS="-Xmx512m".

OS X users need to have Homebrew installed.

#### With brew on OS X

```
brew install maven
```

Please note that we do not support building Debian packages on OS X.

#### With apt-get on Ubuntu

#### With SDKMan

Building Neo4j/ONgDB can be tricky with other JDKs such as open JDK. Currently Oracle 8 JDK works well, as we test other jdks we will update this documentation.

https://sdkman.io/

sdk use java oracle-8-221

```
apt install maven openjdk-8-jdk
```

On top of that, to build Debian packages and Neo4j Desktop:

```
apt install debhelper devscripts dos2unix dpkg make xmlstarlet
# You will need a license for install4j, which is only needed for Neo4j Desktop
curl -0 http://download-keycdn.ej-technologies.com/install4j_linux_6_1_4.deb
dpkg -i install4j_linux_6_1_4.deb
```

#### **Building ONgDB**

Before you start running the unit and integration tests in the Neo4j Maven project on a Linux-like system, you should ensure your limit on open files is set to a reasonable value. You can test it with ulimit -n . We recommend you have a limit of at least 40K.

- A plain mvn clean install will only build the individual jar files.
- Test execution is, of course, part of the build.
- In case you just want the jars, without running tests, this is for you: mvn clean install -DskipTests.
- To build product packages, do export PATH="bin:\$PATH" && make clean all in the packaging directory after building artifacts with Maven.
- To build the documentation see the Neo4j documentation.

- If you are running into problems building on Windows you can try building Neo4j in a Ubuntu virtual machine.
- You may need to increase the memory available to Maven: export MAVEN\_OPTS="-Xmx512m".

#### Running ONgDB & Neo4j

After running a mvn clean install cd into packaging/standalone/target and extract the version you want, then

bin/neo4j start

in the extracted folder to start Neo4j on localhost:7474. On Windows you want to run

bin\neo4j start

instead.

Or, if you are not interested in the tarballs and just want to run Neo4j you can instead run a mvn clean install -DminimalBuild and then cd into community/server and run

mvn clean compile exec:java

to start Neo4j.

#### Licensing

ONgDB & Neo4j Community Edition is an open source product licensed under GPLv3.

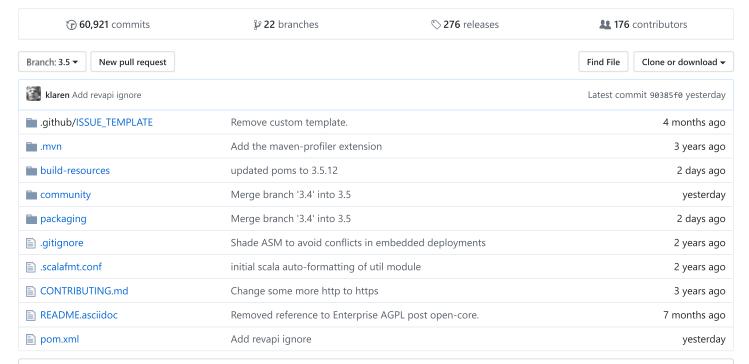
ONgDB & Neo4j Enterprise Edition expands the functionality of Community Edition with Enterprise-grade features.

ONgDB & Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 in this repository.

#### 📮 neo4j / **neo4j**

Graphs for Everyone http://neo4j.com

#cypher #graphdb #database #nosql #graph #graph-database



README.asciidoc

## Neo4j: Graphs for Everyone

Neo4j is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

Learn more on the Neo4j website.

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9/26/2019

```
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Please note that we do not support building Debian packages on OS X.

#### With apt-get on Ubuntu

```
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On top of that, to build Debian packages and Neo4j Desktop:

```
apt install debhelper devscripts dos2unix dpkg make xmlstarlet # You will need a license for install4j, which is only needed for Neo4j Desktop curl -0 http://download-keycdn.ej-technologies.com/install4j/install4j_linux_6_1_4.deb dpkg -i install4j_linux_6_1_4.deb
```

#### **Building Neo4j**

Before you start running the unit and integration tests in the Neo4j Maven project on a Linux-like system, you should ensure your limit on open files is set to a reasonable value. You can test it with <code>ulimit -n</code>. We recommend you have a limit of at least 40K.

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- In case you just want the jars, without running tests, this is for you: mvn clean install -DskipTests .
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After running a mvn clean install cd into packaging/standalone/target and extract the version you want, then

```
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```

in the extracted folder to start Neo4j on localhost:7474. On Windows you want to run

```
bin\neo4j start
```

instead.

Or, if you are not interested in the tarballs and just want to run Neo4j you can instead run a mvn clean install - DminimalBuild and then cd into community/server and run

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mvn clean compile exec:java

to start Neo4j.

### Licensing

Neo4j Community Edition is an open source product licensed under GPLv3.

Neo4j Enterprise Edition includes additional closed-source components *not available in this repository* and requires a commercial license from Neo4j or one of its affiliates.

#### The Graph Foundation

Open Graph Technology for Public Good

Menu

## ONgDB (Open Native Graph DB)







ONgDB is a fork of the neo4j enterprise project that continues development of neo4j enterprise as a fully open source project after Neo4j Inc's Open Core Shift that suspended development of enterprise as an open source project and removed the open source code.

ONgDB is a high performance, native graph store with everything you would expect from an enterprise-ready database, including high availability clustering, ACID transactions, and uses the intuitive, pattern-centric open cypher query language. Developers use graph theory-based structures that we call nodes and relationships instead of rows and columns. For many use cases, ONgDB will provide orders of magnitude performance benefits compared to non-native graph, relational and NoSQL databases.

Open Source License

ONgDB distributions are licensed under AGPLv3 as a free and open source alternative to currently available proprietary native graph offerings such as Neo4j (Enterprise Edition).

Current Release

ONgDB 3.6.0

23 June 2020: Release Notes | Source Code | Documentation

Mac/Linux	ongdb-enterprise-3.6.0-unix.tar.gz	
Windows 64 bit	ongdb-enterprise-3.6.0-windows.zip	
Windows 32 bit	ongdb-enterprise-3.6.0-windows.zip	
Docker Image	<pre>ONgDB 3.6.0 Docker Hub  docker run \    publish=7474:7474publish=7687:7687 \    volume=\$HOME/ongdb/data:/data \     graphfoundation/ongdb:3.6</pre>	
	Go to: http://localhost:7474	

ITS Release

#### 11/9/2020 Case 5:19-cv-06226-EJDNgDB Doped Boot Ne34/IEnter File Grab 2/11/14/20 Daph Fold (1980) and 11/9/2020 Case 5:19-cv-06226-EJDNgDB Doped Boot Ne34/IEnter File Grab 2/11/14/20 Daph Fold (1980) and 11/9/2020

O N g D B 3.5.19

12 August 2020: Release Notes | Source Code

Mac/Linux ongdb-enterprise-3.5.19-unix.tar.gz

Windows 64 bit ongdb-enterprise-3.5.19-windows.zip

Windows 32 bit ongdb-enterprise-3.5.19-windows.zip

ONgDB 3.5.19 Docker Hub

docker run \
--publish=7474:7474 --publish=7687:7687 \
--volume=\$HOME/ongdb/data:/data \
graphfoundation/ongdb:3.5

Go to: http://localhost:7474

#### Previous Releases

- 3.5.18
- 3.5.17
- 3.5.16
- 3.4.17
- 3.4.15

 $Not seeing \ the \ perfect \ release? \ Browse \ all \ ONgDB \ Releases \ for \ the \ full \ list \ of \ supported \ releases.$ 

#### Interested in Contributing to ONgDB Development?

There are many ways to contribute to the exciting development of the worlds most powerful open source graph database. For steps on how to get started and joining the community Slack, head over to Get Involved to learn more.

### Looking for ONgDB Build Results and Distributions?

The Graph Foundation Build Server will build and make distributions available for git branches on active projects. If you would like a distribution built with your modification, follow the steps for committers and submit a Pull Request with your contribution.

#### Interested in supporting our mission?

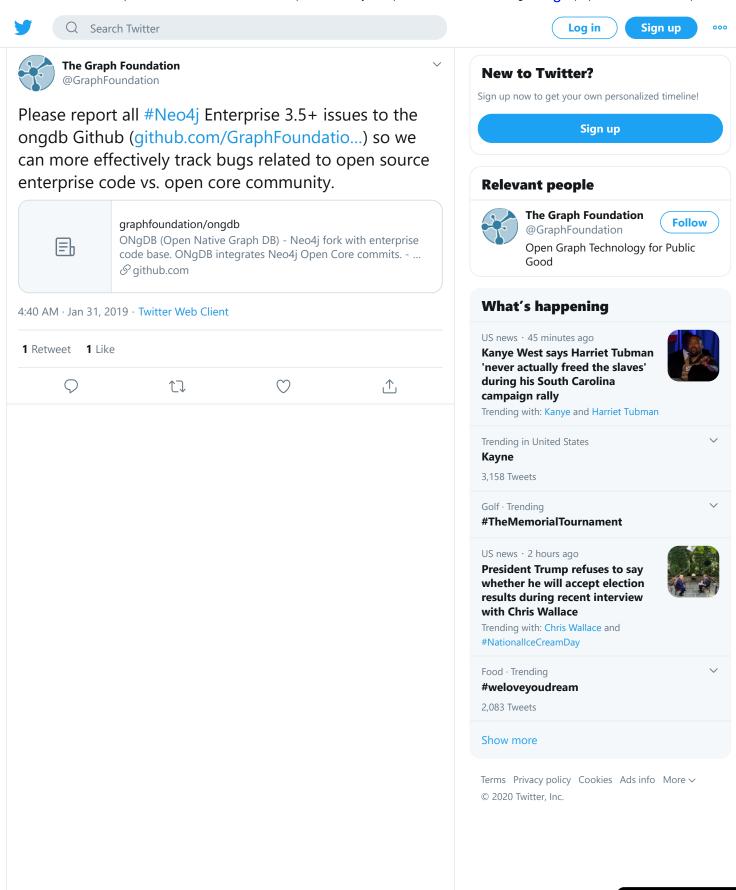
Our mission helps improve our world through the open development of graph technology. Learn more about our mission and how you can support today.

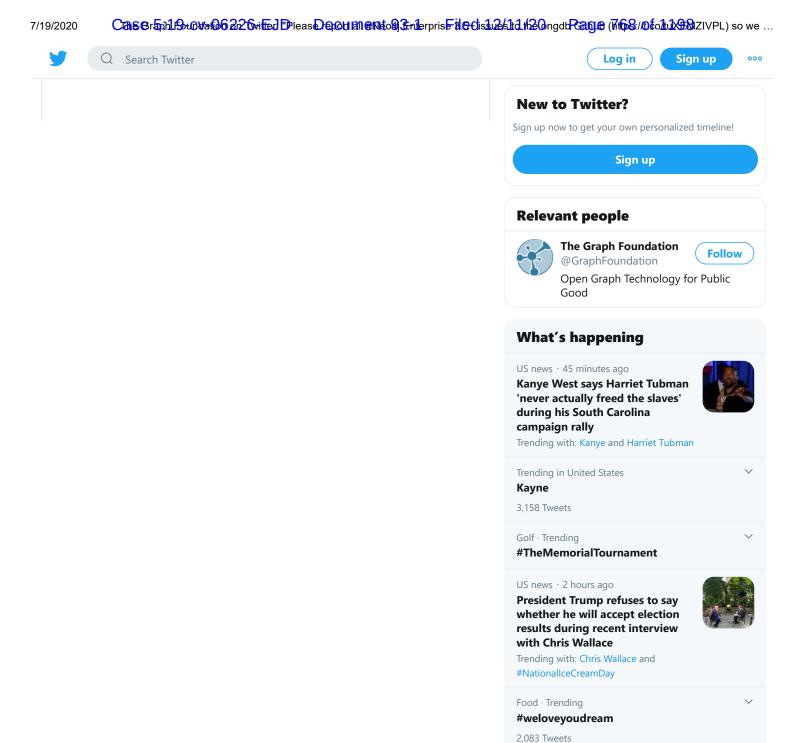
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• Thanks
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Show more



Proven past performance and value supporting Neo4j Enterprise open source licensed distributions.

Our team has been providing Neo4j support to US Federal agencies for many years, and we now only offer commercial equivelent support packages for Neo4j Enterprise open source licensed distributions.

Request Procurement Document Package

Our team is the same team that created Neo4j Enterprise Government Edition. Further, we are the same team that sold and supported every US Federal Government procurement of Neo4j Enterprise Government Edition up until its retirement in July 2017.

We only focus on only supporting 100% free and open source ONgDB Enterprise & Neo4j Enterprise open source licensed distributions. Not only does this cut down on unecessary commercial license costs, the open source licenses do not place any restrictions on the number of cluster instances or cores like the commercial licenses do.

# Open source graph packages

Did you know that the Neo4j Enterprise commercial packages available from Neo4j Inc and their partners are essentially support offerings?

Are you aware that, unlike the commercial licensed options, the Neo4j Enterprise open source AGPL license does not place any restrictions on the number of cluster instances and cores?

iGov Inc's open source enterprise packages provide a better value than Neo4j Enterprise commercial support subscriptions because 100% of the cost goes to support and development services, not

If you do not need support for your ONgDB Enterprise or Neo4j Enterprise open source licensed distribution, then simply download ONgDB Enterprise as a drop in replacement for an existing commercial licensed distribution of the same version number.

#### Know your options

It is important to know your options before you make any procurement decisions around Neo4j. The information below provides you with a complete breakdown of the 3 main Neo4j offerings available including the free open source option. Most people are not aware that Neo4j Enterprise Edition is open source like its sibling, Neo4j Community edition. In fact, there is no reason you should be using the community edition. If you've chosen to use Neo4j open source, then you should use the enterprise edition under it's open source license.

The information below should provide you with a clear understanding of your options, so you can choose what's best for your agency.

View our blog post on Neo4j Commercial Prices

NEO4J INC. COMMERCIAL SUBSCRIPTION	
\$29K - \$1M+	

Commercial packages are those sold by Neo4j solutions partners. You are paying for production support. The commercial license is actually more restrictive than the open source license!

Neo4j Enterprise Software

Available through Neo4j Inc. and all Neo4j Solution Partners

Yearly Subscription. You are paying for production support backed by Neo4j Inc.. If you don't renew your subscription you simply fall back to the Neo4j Enterprise open source license.

Production Email and Phone Support from vendor which is backed by Neo4j Inc.

Commercial License (Most government agencies do not need.)

Cost is based on number of instances and cores. (See below)

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# IGOV DEVELOPMENT PACKAGES \$25K+

100% of the cost goes into services aimed at building a solution around Neo4j, not unnecessary production support for something not yet built!.

ONgDB Enterprise open source distributions

No annual subscription, you are free to do whatever you want in the future.

Production Email and Phone Support from iGov Inc, but not backed by Neo4j Inc.

ONgDB Enterprise is free and open source. You have all the feature parity of Neo4j Enterprise commercial licenses, but without limits on usage, cluster instances, cores, etc.

No limitations on usage, instances or cores - cost goes 100% to solutions development

FISMA and 508 Toolkit and Services

Suite of Tools, Frameworks, and Starter Projects we use for scalable big data graph projects.

# IGOV ENTERPRISE SUPPORT PACKAGES **\$1K+**

We offer the same support features and SLAs as the Neo4j Enterprise commercial subscriptions offered by Neo4j Inc partners, but for the open source licensed enterprise distributions. This allows us to only charge for support, not an unecessary and more restrictive commercial license.

ONgDB Enterprise open source distributions

No limitations on cluster instances or cores.

ONgDB Enterprise is a drop In replacement for Neo4j Enterprise commercial packages downloaded from Neo4j.com

FISMA and 508 Toolkit and Services

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Open source Suite of Tools, Frameworks, and Starter Projects we use for scalable big data Neo4j projects. (See https://graphstack.io)

# OPEN SOURCE FREE

Simply download the appropriate enterprise release version you need and start using it. There are no limitations on cluster instances, cores, etc.

The distributions we package for the federal government and community as a whole are drop in replacements for Neo4j Enterprise commercial packages you download from neo4j.com.

Learn More about Neo4j Enterprise Open Source

DEVELOPMENT PACKAGE OVERVIEW

PRICE COMPARISON

PROCUREMENT COMPARISON

WHY IGOV INC?

# **Development Package Overview**

The Government Development Packages are aimed at agencies who need help building a robust and scalable solution around Neo4j. Unlike the commercial production support subscriptions, 100% of the cost goes into consulting services that help you build out your solution.

All iGov Inc packages also include a suite of tools and services which are combined to address critical FISMA and accessibility requirements relating to Neo4j.

<ul><li>Customer Support</li></ul>
------------------------------------

iGov Inc provides umbrella support across all the components of your Neo4j solution, including Neo4j itself. For example, a solution using Neo4j Enterprise, Apache Kafka, Elastic Search, and custom micro-

iGov : Innovative C	Government Solutions Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 774 of 1198				
	service architecture components are all covered under the umbrella support provided with these				
	packages. The Neo4j commercial support subscriptions only cover Neo4j Enterprise.				
	UI/UX Development				
	The development packages include UI and UX design services to assist developing everything from you				
	dashboards and visualization. We ensure all development meets 508(c) requirements. We cover all				
	modern web design frameworks including ReactJS and AngularJS. Furthermore, we provide a toolbox of				
	open source visualization libraries and webapp starter projects to get your project up and running quickl				
	You can also add on UI packages such as Linkurious OGMA and Graphlytic Visualization tools and APIs.				
	Starter Projects and Toolsets				
	We provide a suite of starter projects (maven and gradle), templates, and tools to get your Neo4j projects				
	off the ground quickly. Our Starters include Docker images, Microservice architecture components (api				
	gateways, service registries, etc), UI and visualization components and more.				
	Enterprise Architecture Development				
	Neo4j is usually just one of many components in a common graph solution. Other components include				
	ElasticSearch, Apache Kafka, and other technologies.				
	Our team brings a wide range of enterprise architecture development expertise to the table. From				
	monolithic to micro-service architectures, our team will help design a solution that best fit's your agency's				
	needs.				
	GraphGrid Data Platform				
	GraphGrid Data Platform (GDP) is an enterprise-grade graph data management platform that enables a				
	centralized architecture for running batch, interactive and real-time analytics and data processing				
	applications simultaneously across your connected graph data. Development packages include the tools,				
	and platform components needed to get a robust and scalable ETL pipeline in place.				
	Newest Libraries and Repositories				
	The Government Packages for Neo4j include many of the leading technologies which are all covered				
	under the umbrella package support. In many cases, this allows for agencies to start working with new				
	technologies that would have usage restrictions if not part of a vendor supported package such as this. All				
	libraries and repositories are kept on Amazon GovCloud and can be easily accessed once an agency				
	whitelists the servers. Development packages include access to the newest libraries and repositories for				
	the tools we package and support.				
	CovCloud Dovolonment and Continuous Integration Environment				
	GovCloud Development and Continuous Integration Environment				
	We understand that many agencies have not adopted the newest technologies and best practices which				
	can make modern web application development almost impossible. Our development packages include				
	use of GovCloud resources including EC2, S3,Container Services, and more.				

# **Pricing Comparison**

Below is a price comparison for a Neo4j Inc. commercial subscription package covering 3 production instances with 8 cores each. (3x8). The Neo4j Inc. commercial package is not a perpetual license, and the commercial EULA limits your use of Neo4j open source licenses in many ways once accepted. Notice that it also has unnecessary production elements which you are paying for as part of the subscription. Neo4j Inc's pricing can be found via a simple GSA Advantage search.

## Neo4j Inc. Commercial Subscription (Annual Subscription)

Neo4j Enterprise Bundle – Standard cluster for enterprise applications that are used by more than one department (or by a larger department), or by customer-facing applications.

Neo4j Enterprise Bundle basic configuration includes:

- a. 3 Production Instances (up to 8 Cores per Instance).
- b. 3 Test Instances (no Core limit).
- c. Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, **email and phone.**
- d. Unlimited number of licensed developers.

Name & Description	Annual Subscription Price
Neo4j Enterprise Bundle Base (3 Instances X 8 Cores Each)	\$189,188 / yr
Additional Production Capacity (per Core)	+ \$6,609 / yr
Disaster Recovery (per Core)	+ \$3,305 / yr
Additional Test Instances (per Instance)	+ \$4,957 / yr
Additional Instance (up to 8 Cores)	+ \$52,874 / yr
8-Core pack	+ \$52,874 / yr

iGov : Innovative Government Solutions			
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12-Core pack	+ \$79,310 / yr
16-Core pack	+ \$105,747 / yr
24-Core pack	+ \$158,621 / yr
32-Core pack	+ \$211,494 / yr

#### iGov Inc's Government Development Package with Neo4j Enterprise

Comes with same physical Neo4j Enterprise software. Under open source license there are no limitations on how you use it. You have no limits on environments, number of instances, cores, etc!

Government Bundle for Neo4j Enterprise basic configuration includes:

- a. Unlimited instances with no core limits for any environment! (dev, test, staging, production, etc)
- c. Premium support and development services by iGov Inc. Unlike the Neo4j commercial package, we support your entire architecture not just Neo4j. (Neo4j, ElasticSearch, UI, Micro Services, etc..)
- . d. No limitations on number of developers, etc.

\$25,000+

#### 100% goes into development.

The minimum development package costs \$25,000. For comparison - you can choose the \$189,000 Development package option - where \$189,000 goes into consulting services at GSA approved rates.

Of course - you can choose how much you want to spend. We simply offer packages that parallel commercial subscription rates to help make procurement easier.

# Neo4j Inc. Commercial Support vs iGov Inc. Development Package Comparison

So what exactly do you get with a Neo4j Inc. commercial subscription? You get the peace of mind knowing

Neo4j Inc. is there to assist with production support tickets if the vendor you purchased it from can not solve an issue on their own. This is not very useful when you are in development, using Neo4j for R & D, or do not have a mission critical Neo4j deployment.

	Government Development Package w/ Neo4j Enterprise	Neo4j Enterprise commercial support subscription	Neo4j Enterprise (default open source license)
Has full Neo4j Enterprise functionality.	YES	YES	YES
Can purchase through Neo4j Inc. or its resellers	NO The Government Packages for Neo4j are only available through iGov Inc.	YES	NO Neo4j partners are forbidden on offering services or support for Neo4j open source licenses.
Can use in any environment for any purpose?	YES	YES  *Your subscription has limits on number of cores and instances	YES
Comes with consulting services which can be used to build your solution around Neo4j. (Including UI/UX design, ETL implementation, enterprise architecture, and FISMA and 508c services)	YES This is what seperates out the Government Development Package from the commercial support subscription. Support is swapped out with consulting services you can use to build your solution around Neo4j.	NO	NO
Comes with tools, services and support to address Accessability (508c) and FISMA requirements.	YES	NO	NO
Can I use this with any amount of cores or instances without incurring additional costs?	YES	NO *The cost of a commercial support subscription is based on the cores and instances you use.	YES

component in your system.

distribution conditions.

### About iGov

iGov Inc. is a software development company located in the Washington DC Metro area.

We focus on building innovative solutions for US Government agencies using leading open-source technologies.

**CONTACT US** 

(703) 672-1205

☐ [email protected]

□ 7686 Richmond Highway Suite 111-B Alexandria, VA 22306



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Case 5:19-cv-06226-EJD



Proven past performance and value supporting Neo4j Enterprise open source licensed distributions.

Our team has been providing Neo4j support to US Federal agencies for many years, and we now only offer commercial equivelent support packages for Neo4j Enterprise open source licensed distributions.

Request Procurement Document Package (mailto:neo4j@igovsol.com)

Our team is the same team that created Neo4j Enterprise Government Edition. Further, we are the same team that sold and supported every US Federal Government procurement of Neo4j Enterprise Government Edition up until its retirement in July 2017.

We only focus on only supporting 100% free and open source ONgDB Enterprise (https://www.graphfoundation.org/projects/ongdb/) & Neo4j Enterprise open source licensed distributions. Not only does this cut down on unecessary commercial license costs, the open source licenses do not place any restrictions on the number of cluster instances or cores like the commercial licenses do.

# Open source graph packages

Did you know that the Neo4j Enterprise commercial packages available from Neo4j Inc and their partners are essentially support offerings?

Are you aware that, unlike the commercial licensed options, the Neo4j Enterprise open source AGPL license does not place any restrictions on the number of cluster instances and cores?

iGov Inc's open source enterprise packages provide a better value than Neo4j Enterprise commercial support subscriptions because 100% of the cost goes to support and development services, not unecessary and more restrictive commercial licenses.

If you do not need support for your ONgDB Enterprise or Neo4j Enterprise open source licensed

https://igovsol.com/neo4j.html

N4J 018842



distribution, then simply download ONgDB Enterprise hfoundation.org/projects/ongdb/) as a drop in replacement for an existing **\_** mrfierex hteehsed distribution of the same version number.

#### Know your options

It is important to know your options before you make any procurement decisions around Neo4j. The information below provides you with a complete breakdown of the 3 main Neo4j offerings available including the free open source option. Most people are not aware that Neo4j Enterprise Edition is open source like its sibling, Neo4j Community edition. In fact, there is no reason you should be using the community edition. If you've chosen to use Neo4j open source, then you should use the enterprise edition under it's open source license.

The information below should provide you with a clear understanding of your options, so you can choose what's best for your agency.

View our blog post on Neo4j Commercial Prices (https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html)

## NEO4J INC. COMMERCIAL SUBSCRIPTION \$29K - \$1M+

Commercial packages are those sold by Neo4j solutions partners. You are paying for production support. The commercial license is actually more restrictive than the open source license!

#### Neo4j Enterprise Software

Available through Neo4j Inc. and all Neo4j Solution Partners

Yearly Subscription. You are paying for production support backed by Neo4j Inc.. If you don't renew your subscription you simply fall back to the Neo4j Enterprise open source license.

Production Email and Phone Support from vendor which is backed by Neo4j Inc.

Commercial License (Most government agencies do not need.)

Cost is based on number of instances and cores. (See below)

#### IGOV DEVELOPMENT PACKAGES



(index.html)

## \$25K+

100% of the cost goes into services aimed at building a solution around Neo4j, not unnecessary production support for something not yet built!.

ONgDB Enterprise open source distributions

No annual subscription, you are free to do whatever you want in the future.

Production Email and Phone Support from iGov Inc, but not backed by Neo4j Inc.

ONgDB Enterprise is free and open source. You have all the feature parity of Neo4j Enterprise commercial licenses, but without limits on usage, cluster instances, cores, etc.

No limitations on usage, instances or cores - cost goes 100% to solutions development

FISMA and 508 Toolkit and Services

Suite of Tools, Frameworks, and Starter Projects we use for scalable big data graph projects.

### IGOV ENTERPRISE SUPPORT PACKAGES \$1K+

We offer the same support features and SLAs as the Neo4j Enterprise commercial subscriptions offered by Neo4j Inc partners, but for the open source licensed enterprise distributions. This allows us to only charge for support, not an unecessary and more restrictive commercial license.

ONgDB Enterprise open source distributions

No limitations on cluster instances or cores.

ONgDB Enterprise is a drop In replacement for Neo4j Enterprise commercial packages downloaded from Neo4j.com

FISMA and 508 Toolkit and Services

(See https://graphstack.io)

Open source Suite of Tools, Frameworks, and Starter Projects we use for scalable big data Neo4j projects.



10/2/2019

(index.html)

#### **OPEN SOURCE**

#### **FREE**

Simply download the appropriate enterprise release version you need and start using it. There are no limitations on cluster instances, cores, etc.

The distributions we package for the federal government and community as a whole are drop in replacements for Neo4j Enterprise commercial packages you download from neo4j.com.

Learn More about Neo4j Enterprise Open Source (downloads.html#neo4j-os-faqs)

DEVELOPMENT PACKAGE OVERVIEW (NEO4J.HTML#NEO4J-DEV-FEATURES)

PRICE COMPARISON (NEO4J.HTML#NEO4J-PRICE-COMPARISON)

PROCUREMENT COMPARISON (NEO4J.HTML#NEO4J-COMPARISON)

# Development Package Werkiew

The Government Development Packages are aimed at agencies who need help building a robust and scalable solution around Neo4j. Unlike the commercial production support subscriptions, 100% of the cost goes into consulting services that help you build out your solution.

All iGov Inc packages also include a suite of tools and services which are combined to address critical FISMA and accessibility requirements relating to Neo4j.



#### **Customer Support**

iGov Inc provides umbrella support across all the components of your Neo4j solution, including Neo4j itself. For example, a solution using Neo4j Enterprise, Apache Kafka, Elastic Search, and custom micro-service architecture components are all covered under the umbrella support

provided with these packages. The Neo4j commercial support subscriptions only cover Neo4j



and running quickly.

10/2/2019

The development packages include UI and UX design services to assist developing everything from your dashboards and visualization. We ensure all development meets 508(c) requirements. We cover all modern web design frameworks including ReactJS and AngularJS. Furthermore, we provide a toolbox of open source visualization libraries and webapp starter projects to get your project up

You can also add on UI packages such as Linkurious OGMA and Graphlytic Visualization tools and APIs.

### Starter Projects and Toolsets

We provide a suite of starter projects (maven and gradle), templates, and tools to get your Neo4j projects off the ground quickly. Our Starters include Docker images, Microservice architecture components (api gateways, service registries, etc.), UI and visualization components and more.

### Enterprise Architecture Development

Neo4j is usually just one of many components in a common graph solution. Other components include ElasticSearch, Apache Kafka, and other technologies.

Our team brings a wide range of enterprise architecture development expertise to the table. From monolithic to micro-service architectures, our team will help design a solution that best fit's your agency's needs.

### ☐ GraphGrid Data Platform

GraphGrid Data Platform (GDP) is an enterprise-grade graph data management platform that enables a centralized architecture for running batch, interactive and real-time analytics and data processing applications simultaneously across your connected graph data. Development packages include the tools, and platform components needed to get a robust and scalable ETL pipeline in place.

#### Newest Libraries and Repositories

The Government Packages for Neo4j include many of the leading technologies which are all covered under the umbrella package support. In many cases, this allows for agencies to start working with new technologies that would have usage restrictions if not part of a vendor supported package such as this. All libraries and repositories are kept on Amazon GovCloud and can be easily accessed once an agency whitelists the servers. Development packages include access to the newest libraries and repositories for the tools we package and support.

GovCloud Development and Continuous Integration Environment

https://igovsol.com/neo4j.html

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# Pricing Comparison

Below is a price comparison for a Neo4j Inc. commercial subscription package covering 3 production instances with 8 cores each. (3x8). The Neo4j Inc. commercial package is not a perpetual license, and the commercial EULA limits your use of Neo4j open source licenses in many ways once accepted. Notice that it also has unnecessary production elements which you are paying for as part of the subscription. Neo4j Inc's pricing can be found via a simple GSA Advantage search.

#### Neo4j Inc. Commercial Subscription (Annual Subscription)

Neo4j Enterprise Bundle – Standard cluster for enterprise applications that are used by more than one department (or by a larger department), or by customer-facing applications.

Neo4j Enterprise Bundle basic configuration includes:

- a. 3 Production Instances (up to 8 Cores per Instance).
- b. 3 Test Instances (no Core limit).
- c. Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, email and phone.
- d. Unlimited number of licensed developers.

Name & Description	Annual Subscription Price
Neo4j Enterprise Bundle Base (3 Instances X 8 Cores Each)	\$189,188 / yr
Additional Production Capacity (per Core)	+ \$6,609 / yr
Disaster Recovery (per Core)	+ \$3,305 / yr
Additional Test Instances (per Instance)	+ \$4,957 / yr

Name & Description	Annual Subscription Price
GOV o téligetex étiml)	+ \$52,874 / yr
8-Core pack	+ \$52,874 / yr
12-Core pack	+ \$79,310 / yr
16-Core pack	+ \$105,747 / yr
24-Core pack	+ \$158,621 / yr
32-Core pack	+ \$211,494 / yr

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- a. Unlimited instances with no core limits for any environment! (dev, test, staging, production, etc)
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- d. No limitations on number of developers, etc.

\$25,000+

10/2/2019

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Of course - you can choose how much you want to spend. We simply offer packages that parallel commercial subscription rates to help make procurement easier.



# Neodi Inc. Commercial Support vs iGov Inc. Gov evelopment Package Comparison

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So what exactly do you get with a Neo4j Inc. commercial subscription? You get the peace of mind knowing Neo4j Inc. is there to assist with production support tickets if the vendor you purchased it from can not solve an issue on their own. This is not very useful when you are in development, using Neo4j for R & D, or do not have a mission critical Neo4j deployment.

	Government Development Package w/ Neo4j Enterprise	Neo4j Enterprise commercial support subscription	Neo4j Enterprise (default open source license)
Has full Neo4j Enterprise functionality.	YES	YES	YES
Can purchase through Neo4j Inc. or its resellers	<b>NO</b> <i>The Government Packages for Neo4j are only available through iGov Inc.</i>	YES	<b>NO</b> Neo4j partners are forbidden on offering services or support for Neo4j open source licenses.
Can use in any environment for any purpose?	YES	<b>YES</b> *Your subscription has limits on number of cores and instances	YES
Comes with consulting services which can be used to build your solution around Neo4j. (Including UI/UX design, ETL implementation, enterprise architecture, and FISMA and 508c services)	YES  This is what seperates out the Government Development Package from the commercial support subscription. Support is swapped out with consulting services you can use to build your solution around Neo4j.	NO	NO



10/2/2019

# Government Development Package (index html) (index Neo4j Enterprise

#### Neo4j Enterprise commercial support subscription

NO

#### Neo4j Enterprise (default open sourc<u>æ</u> license)

**YES** 

Comes with tools, services and support to address Accessability (508c) and FISMA requirements. YES

NO

Can I use this with any amount of cores or instances without incurring additional costs?

YES

\*The cost of a commercial support subscription is based on the cores and instances you use.

NO

Can I create custom derivative versions of Neo4j Enterprise? (Ex: My custom Neo4j Enterprise Edition) **YES** 

YES

YES

Does Neo4j Inc. provide official email and phone production support?

No\*

Development packages do not need production support, they swap out production support for consulting services you use to build your solution. YES

NO

Does **NOT** require you to open source your systems that simply use Neo4j Enterprise as a component in your system.

#### YES for all

You do **NOT** have to open source your system that uses Neo4j Enterprise as a server as it's intended to be used. You only need to open source custom Neo4j Enterprise derivatives under the open source license and then only under certain distribution conditions.







### About iGov

iGov Inc. is a software development company located in the Washington DC Metro area.

We focus on building innovative solutions for US Government agencies using leading open-source technologies.

#### **CONTACT US**

### (703) 672-1205

- info@igovsol.com (mailto:info@igovsol.com)
- **♀** 7686 Richmond Highway Suite 101-B Alexandria, VA 22306



(index.html)

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Proven past performance and value supporting Neo4j Enterprise open source licensed distributions.

Our team has been providing Neo4j support to US Federal agencies for many years, and we now only offer commercial equivelent support packages for Neo4j Enterprise open source licensed distributions.

Request Procurement Document Package (mailto:neo4j@igovsol.com)

Our team is the same team that created Neo4j Enterprise Government Edition. Further, we are the same team that sold and supported every US Federal Government procurement of Neo4j Enterprise Government Edition up until its retirement in July 2017.

We only focus on only supporting 100% free and open source ONgDB Enterprise (https://www.graphfoundation.org/projects/ongdb/) & Neo4j Enterprise open source licensed distributions. Not only does this cut down on unecessary commercial license costs, the open source licenses do not place any restrictions on the number of cluster instances or cores like the commercial licenses do.

# Open source graph packages

Did you know that the Neo4j Enterprise commercial packages available from Neo4j Inc and their partners are essentially support offerings?

Are you aware that, unlike the commercial licensed options, the Neo4j Enterprise open source AGPL license does not place any restrictions on the number of cluster instances and cores?

iGov Inc's open source enterprise packages provide a better value than Neo4j Enterprise commercial support subscriptions because 100% of the cost goes to support and development services, not unecessary and more restrictive commercial licenses.

If you do not need support for your ONgDB Enterprise or Neo4j Enterprise open source licensed distribution, then simply download ONgDB Enterprise (https://www.graphfoundation.org/projects/ongdb/) as a drop in replacement for an existing commercial licensed distribution of the same version number.

Know your options



It is important to know your options before you make any procurement decisions around Neo4j. The information below plete breakdown of the 3 main Neo4j offerings available including the free open source option are that Neo4j Enterprise Edition is open source like its sibling, Neo4j Community edition. In fact, there is no reason you should be using the community edition. If you've chosen to use Neo4j open source, then you should use the enterprise edition under it's open source license.

The information below should provide you with a clear understanding of your options, so you can choose what's best for your agency.

View our blog post on Neo4j Commercial Prices (https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html)

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\$29K - \$1M+

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Neo4j Enterprise Software

Available through Neo4j Inc. and all Neo4j Solution Partners

Yearly Subscription. You are paying for production support backed by Neo4j Inc.. If you don't renew your subscription you simply fall back to the Neo4j Enterprise open source license.

Production Email and Phone Support from vendor which is backed by Neo4j Inc.

Commercial License (Most government agencies do not need.)

Cost is based on number of instances and cores. (See below)

### IGOV DEVELOPMENT PACKAGES

\$25K+

100% of the cost goes into services aimed at building a solution around Neo4j, not unnecessary production support for something not yet built!.

ONgDB Enterprise open source distributions

No annual subscription, you are free to do whatever you want in the future.

Production Email and Phone Support from iGov Inc, but not backed by Neo4j Inc.

(index.html)

ONgDB Enterprise is free and open source. You have all the feature parity of Neo4j Enterprise commercial licenses, but without limits on usage, cluster instances, cores, etc.

ino limitations on usage, instances or cores - cost goes 100% to solutions development

FISMA and 508 Toolkit and Services

Suite of Tools, Frameworks, and Starter Projects we use for scalable big data graph projects.

#### **IGOV ENTERPRISE SUPPORT PACKAGES**

\$1K+

We offer the same support features and SLAs as the Neo4j Enterprise commercial subscriptions offered by Neo4j Inc partners, but for the open source licensed enterprise distributions. This allows us to only charge for support, not an unecessary and more restrictive commercial license.

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No limitations on cluster instances or cores.

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#### **OPEN SOURCE**

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Learn More about Neo4j Enterprise Open Source (downloads.html#neo4j-os-faqs)

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DEVELOPMENT PACKAGE OVERVIEW (NEO4].HTML#NEO4J-DEV-FEATURES)

(index.html) PRICE COMPARISON (NEO4J.HTML#NEO4J-PRICE-COMPARISON)

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PROCUREMENT COMPARISON (NEO4J.HTML#NEO4J-COMPARISON) WHY IGOV INC ? (NEO4J.HTML#PROCUREMENT-INFO)

### Development Package Overview

The Government Development Packages are aimed at agencies who need help building a robust and scalable solution around Neo4j. Unlike the commercial production support subscriptions, 100% of the cost goes into consulting services that help you build out your solution.

All iGov Inc packages also include a suite of tools and services which are combined to address critical FISMA and accessibility requirements relating to Neo4j.



#### **Customer Support**

iGov Inc provides umbrella support across all the components of your Neo4j solution, including Neo4j itself. For example, a solution using Neo4j Enterprise, Apache Kafka, Elastic Search, and custom micro-service architecture components are all covered under the umbrella support provided with these packages. The Neo4j commercial support subscriptions only cover Neo4j Enterprise.



### **UI/UX** Development

The development packages include UI and UX design services to assist developing everything from your dashboards and visualization. We ensure all development meets 508(c) requirements. We cover all modern web design frameworks including ReactJS and AngularJS. Furthermore, we provide a toolbox of open source visualization libraries and webapp starter projects to get your project up and running quickly. You can also add on UI packages such as Linkurious OGMA and Graphlytic Visualization tools and APIs.

### Starter Projects and Toolsets

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## GOV or lightes hand Repositories



Page 796 of 1198

The Government Packages for Neo4j include many of the leading technologies which are all covered under the umbrella package support. In many cases, this allows for agencies to start working with new technologies that would have usage restrictions if not part of a vendor supported package such as this. All libraries and repositories are kept on Amazon GovCloud and can be easily accessed once an agency whitelists the servers. Development packages include access to the newest libraries and repositories for the tools we package and support.

7/27/2020

### GovCloud Development and Continuous Integration Environment

We understand that many agencies have not adopted the newest technologies and best practices which can make modern web application development almost impossible. Our development packages include use of GovCloud resources including EC2, S3,Container Services, and more.



### Pricing Comparison

Below is a price comparison for a Neo4j Inc. commercial subscription package covering 3 production instances with 8 cores each. (3x8). The Neo4j Inc. commercial package is not a perpetual license, and the commercial EULA limits your use of Neo4j open source licenses in many ways once accepted. Notice that it also has unnecessary production elements which you are paying for as part of the subscription. Neo4j Inc's pricing can be found via a simple GSA Advantage search.

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Neo4j Enterprise Bundle basic configuration includes:

- a. 3 Production Instances (up to 8 Cores per Instance).
- b. 3 Test Instances (no Core limit).
- c. Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, **email and phone.**
- d. Unlimited number of licensed developers.

Name & Description	Annual Subscription Price
--------------------	---------------------------

	-
Name & Description	Annual Subscription Price
Ile Bade (3) find lances X 8 Cores Each)	\$189,188 / yr
Additional Production Capacity (per Core)	+ \$6,609 / yr
Disaster Recovery (per Core)	+ \$3,305 / yr
Additional Test Instances (per Instance)	+ \$4,957 / yr
Additional Instance (up to 8 Cores)	+ \$52,874 / yr
8-Core pack	+ \$52,874 / yr
12-Core pack	+ \$79,310 / yr
16-Core pack	+ \$105,747 / yr
24-Core pack	+ \$158,621 / yr
32-Core pack	+ \$211,494 / yr

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\$25,000+

7/27/2020

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	Government Development Package w/ Neo4j Enterprise	Neo4j Enterprise commercial support subscription	Neo4j Enterprise (default open source license)
Has full Neo4j Enterprise functionality.	YES	YES	YES
Can purchase through Neo4j Inc. or its resellers	<b>NO</b> <i>The Government Packages for Neo4j are only available through iGov Inc.</i>	YES	<b>NO</b> Neo4j partners are forbidden on offering services or support for Neo4j open source licenses
Can use in any environment for any purpose?	YES	<b>YES</b> *Your subscription has limits on number of cores and instances	YES
Comes with consulting services which can be used to build your solution around Neo4j. (Including UI/UX design, ETL implementation, enterprise architecture, and FISMA and 508c services)	YES  This is what seperates out the Government  Development Package from the commercial support subscription. Support is swapped out with consulting services you can use to build your solution around Neo4j.	NO	NO
Comes with tools, services and support to address Accessability (508c) and FISMA requirements.	YES	NO	NO



7/27/2020

## Government Development Package w/ (index.htm) Neo4j Enterprise

### Neo4j Enterprise commercial support subscription

### Neo4j Enterprise (defaute open source license)

YES

Can I use this with any amount of cores or instances without incurring additional costs?

YES NO

\*The cost of a commercial support subscription is based on the cores and

instances you use.

Can I create custom derivative versions of Neo4j Enterprise? (Ex: My custom Neo4j Enterprise Edition)

YES

YES

YES

YES

NO

Does Neo4j Inc. provide official email and phone production support?

Development packages do not need production support, they swap out production support for consulting services you use

No\*

to build your solution.

**YES** for all

Does **NOT** require you to open source your systems that simply use Neo4j Enterprise as a component in your system.

You do **NOT** have to open source your system that uses Neo4j Enterprise as a server as it's intended to be used. You only need to open source custom Neo4j Enterprise derivatives under the open source license and then only under certain distribution conditions.



### About iGov

iGov Inc. is a software development company located in the Washington DC Metro area.

We focus on building innovative solutions for US Government agencies using leading open-source technologies.

**CONTACT US** 







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iGov Inc's open source enterprise packages provide a better value than Neo4j Enterprise commercial support subscriptions because 100% of the cost goes to support and development services, not

If you do not need support for your ONgDB Enterprise or Neo4j Enterprise open source licensed distribution, then simply download ONgDB Enterprise as a drop in replacement for an existing commercial licensed distribution of the same version number.

### Know your options

It is important to know your options before you make any procurement decisions around Neo4j. The information below provides you with a complete breakdown of the 3 main Neo4j offerings available including the free open source option. Most people are not aware that Neo4j Enterprise Edition is open source like its sibling, Neo4j Community edition. In fact, there is no reason you should be using the community edition. If you've chosen to use Neo4j open source, then you should use the enterprise edition under it's open source license.

The information below should provide you with a clear understanding of your options, so you can choose what's best for your agency.

View our blog post on Neo4j Commercial Prices

NEO4J INC. COMMERCIAL SUBSCRIPTION
\$29K - \$1M+

Commercial packages are those sold by Neo4j solutions partners. You are paying for production support. The commercial license is actually more restrictive than the open source license!

Neo4j Enterprise Software

Available through Neo4j Inc. and all Neo4j Solution Partners

Yearly Subscription. You are paying for production support backed by Neo4j Inc.. If you don't renew your subscription you simply fall back to the Neo4j Enterprise open source license.

Production Email and Phone Support from vendor which is backed by Neo4j Inc.

Commercial License (Most government agencies do not need.)

Cost is based on number of instances and cores. (See below)

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## IGOV DEVELOPMENT PACKAGES **\$25K+**

100% of the cost goes into services aimed at building a solution around Neo4j, not unnecessary production support for something not yet built!.

ONgDB Enterprise open source distributions

No annual subscription, you are free to do whatever you want in the future.

Production Email and Phone Support from iGov Inc, but not backed by Neo4j Inc.

ONgDB Enterprise is free and open source. You have all the feature parity of Neo4j Enterprise commercial licenses, but without limits on usage, cluster instances, cores, etc.

No limitations on usage, instances or cores - cost goes 100% to solutions development

FISMA and 508 Toolkit and Services

Suite of Tools, Frameworks, and Starter Projects we use for scalable big data graph projects.

# IGOV ENTERPRISE SUPPORT PACKAGES \$1K+

We offer the same support features and SLAs as the Neo4j Enterprise commercial subscriptions offered by Neo4j (Inc partners, but for the open source licensed enterprise distributions.) This allows us to only charge for support, not an unecessary and more restrictive commercial license.

ONgDB Enterprise open source distributions

No limitations on cluster instances or cores.

ONgDB Enterprise is a drop In replacement for Neo4j Enterprise commercial packages downloaded from Neo4j.com

FISMA and 508 Toolkit and Services

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Open source Suite of Tools, Frameworks, and Starter Projects we use for scalable big data Neo4j projects. (See https://graphstack.io)

## OPEN SOURCE FREE

Simply download the appropriate enterprise release version you need and start using it. There are no limitations on cluster instances, cores, etc.

The distributions we package for the federal government and community as a whole are drop in replacements for Neo4j Enterprise commercial packages you download from neo4j.com.

Learn More about Neo4j Enterprise Open Source

DEVELOPMENT PACKAGE OVERVIEW

PRICE COMPARISON

PROCUREMENT COMPARISON

WHY IGOV INC?

### **Development Package Overview**

The Government Development Packages are aimed at agencies who need help building a robust and scalable solution around Neo4j. Unlike the commercial production support subscriptions, 100% of the cost goes into consulting services that help you build out your solution.

All iGov Inc packages also include a suite of tools and services which are combined to address critical FISMA and accessibility requirements relating to Neo4j.

iGov Inc provides umbrella support across all the components of your Neo4j solution, including Neo4j itself. For example, a solution using Neo4j Enterprise, Apache Kafka, Elastic Search, and custom micro-

iGov : Innovative C	Government Solutions Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 806 of 1198
	service architecture components are all covered under the umbrella support provided with these
	packages. The Neo4j commercial support subscriptions only cover Neo4j Enterprise.
	UI/UX Development
	The development packages include UI and UX design services to assist developing everything from your
	dashboards and visualization. We ensure all development meets 508(c) requirements. We cover all
	modern web design frameworks including ReactJS and AngularJS. Furthermore, we provide a toolbox of
	open source visualization libraries and webapp starter projects to get your project up and running quickly.
	You can also add on UI packages such as Linkurious OGMA and Graphlytic Visualization tools and APIs.
	Starter Projects and Toolsets
	We provide a suite of starter projects (maven and gradle), templates, and tools to get your Neo4j projects
	off the ground quickly. Our Starters include Docker images, Microservice architecture components (api
	gateways, service registries, etc), UI and visualization components and more.
	Enterprise Architecture Development
	Neo4j is usually just one of many components in a common graph solution. Other components include
	ElasticSearch, Apache Kafka, and other technologies.
	Our team brings a wide range of enterprise architecture development expertise to the table. From
	monolithic to micro-service architectures, our team will help design a solution that best fit's your agency's
	needs.
	GraphGrid Data Platform
	GraphGrid Data Platform (GDP) is an enterprise-grade graph data management platform that enables a
	centralized architecture for running batch, interactive and real-time analytics and data processing
	applications simultaneously across your connected graph data. Development packages include the tools,
	and platform components needed to get a robust and scalable ETL pipeline in place.
	Newest Libraries and Repositories
	The Government Packages for Neo4j include many of the leading technologies which are all covered
	under the umbrella package support. In many cases, this allows for agencies to start working with new
	technologies that would have usage restrictions if not part of a vendor supported package such as this. All
	libraries and repositories are kept on Amazon GovCloud and can be easily accessed once an agency
	whitelists the servers. Development packages include access to the newest libraries and repositories for
	the tools we package and support.
	GovCloud Development and Continuous Integration Environment
	We understand that many agencies have not adopted the newest technologies and best practices which
	can make modern web application development almost impossible. Our development packages include
	use of GovCloud resources including EC2, S3,Container Services, and more.

## **Pricing Comparison**

Below is a price comparison for a Neo4j Inc. commercial subscription package covering 3 production instances with 8 cores each. (3x8). The Neo4j Inc. commercial package is not a perpetual license, and the commercial EULA limits your use of Neo4j open source licenses in many ways once accepted. Notice that it also has unnecessary production elements which you are paying for as part of the subscription. Neo4j Inc's pricing can be found via a simple GSA Advantage search.

### Neo4j Inc. Commercial Subscription (Annual Subscription)

Neo4j Enterprise Bundle – Standard cluster for enterprise applications that are used by more than one department (or by a larger department), or by customer-facing applications.

Neo4j Enterprise Bundle basic configuration includes:

- a. 3 Production Instances (up to 8 Cores per Instance).
- b. 3 Test Instances (no Core limit).
- c. Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, email and phone.
- d. Unlimited number of licensed developers.

Name & Description	Annual Subscription Price
Neo4j Enterprise Bundle Base (3 Instances X 8 Cores Each)	\$189,188 / yr
Additional Production Capacity (per Core)	+ \$6,609 / yr
Disaster Recovery (per Core)	+ \$3,305 / yr
Additional Test Instances (per Instance)	+ \$4,957 / yr
Additional Instance (up to 8 Cores)	+ \$52,874 / yr
8-Core pack	+ \$52,874 / yr

iGov : In	novative Government Solutions Case 5:19-cv-06226-EJD	Document 93-1	Filed 12/11	/20 Page 808 of 1198
	12-Core pack			+ \$79,310 / yr
	16-Core pack			+ \$105,747 / yr
	24-Core pack			+ \$158,621 / yr
	32-Core pack			+ \$211,494 / yr

### iGov Inc's Government Development Package with Neo4j Enterprise

Comes with same physical Neo4j Enterprise software. Under open source license there are no limitations on how you use it. You have no limits on environments, number of instances, cores, etc!

Government Bundle for Neo4j Enterprise basic configuration includes:

- a. Unlimited instances with no core limits for any environment! (dev, test, staging, production, etc)
- c. Premium support and development services by iGov Inc. Unlike the Neo4j commercial package, we support your entire architecture not just Neo4j. (Neo4j, ElasticSearch, UI, Micro Services, etc..)
- . d. No limitations on number of developers, etc.

\$25,000+

### 100% goes into development.

The minimum development package costs \$25,000. For comparison - you can choose the \$189,000 Development package option - where \$189,000 goes into consulting services at GSA approved rates.

Of course - you can choose how much you want to spend. We simply offer packages that parallel commercial subscription rates to help make procurement easier.

# Neo4j Inc. Commercial Support vs iGov Inc.

**Development Package Comparison** 

So what exactly do you get with a Neo4j Inc. commercial subscription? You get the peace of mind knowing

Neo4j Inc. is there to assist with production support tickets if the vendor you purchased it from can not solve an issue on their own. This is not very useful when you are in development, using Neo4j for R & D, or do not have a mission critical Neo4j deployment.

	Government Development Package w/ Neo4j Enterprise	Neo4j Enterprise commercial support subscription	Neo4j Enterprise (default open source license)
Has full Neo4j Enterprise functionality.	YES	YES	YES
Can purchase through Neo4j Inc. or its resellers	NO The Government Packages for Neo4j are only available through iGov Inc.	YES	NO Neo4j partners are forbidden on offering services or support for Neo4j open source licenses.
Can use in any environment for any purpose?	YES	YES  *Your subscription has limits on number of cores and instances	YES
Comes with consulting services which can be used to build your solution around Neo4j. (Including UI/UX design, ETL implementation, enterprise architecture, and FISMA and 508c services)	YES This is what seperates out the Government Development Package from the commercial support subscription. Support is swapped out with consulting services you can use to build your solution around Neo4j.	NO	NO
Comes with tools, services and support to address Accessability (508c) and FISMA requirements.	YES	NO	NO
Can I use this with any amount of cores or instances without incurring additional costs?	YES	NO *The cost of a commercial support subscription is based on the cores and instances you use.	YES

component in your system.

distribution conditions.

### About iGov

iGov Inc. is a software development company located in the Washington DC Metro area.

We focus on building innovative solutions for US Government agencies using leading open-source technologies.

**CONTACT US** 

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□ 7686 Richmond Highway Suite 101-B Alexandria, VA 22306

iGov

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Proven past performance and value supporting Neo4j Enterprise open source licensed distributions.

Our team has been providing Neo4j support to US Federal agencies for many years, and we now only offer commercial equivelent support packages for Neo4j Enterprise open source licensed distributions.

Request Procurement Document Package

Our team is the same team that created Neo4j Enterprise Government Edition. Further, we are the same team that sold and supported every US Federal Government procurement of Neo4j Enterprise Government Edition up until its retirement in July 2017.

We only focus on only supporting 100% free and open source ONgDB Enterprise & Neo4j Enterprise open source licensed distributions. Not only does this cut down on unecessary commercial license costs, the open source licenses do not place any restrictions on the number of cluster instances or cores like the commercial licenses do.

## Open source graph packages

Did you know that the Neo4j Enterprise commercial packages available from Neo4j Inc and their partners are essentially support offerings?

Are you aware that, unlike the commercial licensed options, the Neo4j Enterprise open source AGPL license does not place any restrictions on the number of cluster instances and cores?

iGov Inc's open source enterprise packages provide a better value than Neo4j Enterprise commercial support subscriptions because 100% of the cost goes to support and development services, not

If you do not need support for your ONgDB Enterprise or Neo4j Enterprise open source licensed distribution, then simply download ONgDB Enterprise as a drop in replacement for an existing commercial licensed distribution of the same version number.

### Know your options

It is important to know your options before you make any procurement decisions around Neo4j. The information below provides you with a complete breakdown of the 3 main Neo4j offerings available including the free open source option. Most people are not aware that Neo4j Enterprise Edition is open source like its sibling, Neo4j Community edition. In fact, there is no reason you should be using the community edition. If you've chosen to use Neo4j open source, then you should use the enterprise edition under it's open source license.

The information below should provide you with a clear understanding of your options, so you can choose what's best for your agency.

View our blog post on Neo4j Commercial Prices

NEO4J INC. COMMERCIAL SUBSCRIPTION \$29K - \$1M+
Commercial packages are those sold by Neo4j solutions partners. You are paying for production support. The commercial license is actually more restrictive than the open source license!
Neo4j Enterprise Software
Available through Neo4j Inc. and all Neo4j Solution Partners
Yearly Subscription. You are paying for production support backed by Neo4j Inc If you don't renew your subscription you simply fall back to the Neo4j Enterprise open source license.
Production Email and Phone Support from vendor which is backed by Neo4j Inc.
Commercial License (Most government agencies do not need.)

Cost is based on number of instances and cores. (See below)

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# IGOV DEVELOPMENT PACKAGES \$25K+

100% of the cost goes into services aimed at building a solution around Neo4j, not unnecessary production support for something not yet built!.

ONgDB Enterprise open source distributions

No annual subscription, you are free to do whatever you want in the future.

Production Email and Phone Support from iGov Inc, but not backed by Neo4j Inc.

ONgDB Enterprise is free and open source. You have all the feature parity of Neo4j Enterprise commercial licenses, but without limits on usage, cluster instances, cores, etc.

No limitations on usage, instances or cores - cost goes 100% to solutions development

FISMA and 508 Toolkit and Services

Suite of Tools, Frameworks, and Starter Projects we use for scalable big data graph projects.

# IGOV ENTERPRISE SUPPORT PACKAGES **\$1K+**

We offer the same support features and SLAs as the Neo4j Enterprise commercial subscriptions offered by Neo4j

Inc partners, but for the open source licensed enterprise distributions.

This allows us to only charge for support,

not an unecessary and more restrictive commercial license.

ONgDB Enterprise open source distributions

No limitations on cluster instances or cores.

ONgDB Enterprise is a drop In replacement for Neo4j Enterprise commercial packages downloaded from Neo4j.com

FISMA and 508 Toolkit and Services

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Open source Suite of Tools, Frameworks, and Starter Projects we use for scalable big data Neo4j projects. (See https://graphstack.io)

## OPEN SOURCE FREE

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Learn More about Neo4j Enterprise Open Source

DEVELOPMENT PACKAGE OVERVIEW

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WHY IGOV INC?

### **Development Package Overview**

The Government Development Packages are aimed at agencies who need help building a robust and scalable solution around Neo4j. Unlike the commercial production support subscriptions, 100% of the cost goes into consulting services that help you build out your solution.

All iGov Inc packages also include a suite of tools and services which are combined to address critical FISMA and accessibility requirements relating to Neo4j.

<ul><li>Customer Support</li></ul>
------------------------------------

iGov Inc provides umbrella support across all the components of your Neo4j solution, including Neo4j itself. For example, a solution using Neo4j Enterprise, Apache Kafka, Elastic Search, and custom micro-

iGov : Innovative C	Government Solutions Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 817 of 1198		
	service architecture components are all covered under the umbrella support provided with these		
	packages. The Neo4j commercial support subscriptions only cover Neo4j Enterprise.		
	UI/UX Development		
	The development packages include UI and UX design services to assist developing everything from your		
	dashboards and visualization. We ensure all development meets 508(c) requirements. We cover all		
	modern web design frameworks including ReactJS and AngularJS. Furthermore, we provide a toolbox of		
	open source visualization libraries and webapp starter projects to get your project up and running quickly.		
	You can also add on UI packages such as Linkurious OGMA and Graphlytic Visualization tools and APIs.		
	Starter Projects and Toolsets		
	We provide a suite of starter projects (maven and gradle), templates, and tools to get your Neo4j projects		
	off the ground quickly. Our Starters include Docker images, Microservice architecture components (api		
	gateways, service registries, etc), UI and visualization components and more.		
	Enterprise Architecture Development		
	Neo4j is usually just one of many components in a common graph solution. Other components include		
	ElasticSearch, Apache Kafka, and other technologies.		
	Our team brings a wide range of enterprise architecture development expertise to the table. From		
	monolithic to micro-service architectures, our team will help design a solution that best fit's your agency's		
	needs.		
	GraphGrid Data Platform		
	GraphGrid Data Platform (GDP) is an enterprise-grade graph data management platform that enables a		
	centralized architecture for running batch, interactive and real-time analytics and data processing		
	applications simultaneously across your connected graph data. Development packages include the tools,		
	and platform components needed to get a robust and scalable ETL pipeline in place.		
	Newest Libraries and Repositories		
	The Government Packages for Neo4j include many of the leading technologies which are all covered		
	under the umbrella package support. In many cases, this allows for agencies to start working with new		
	technologies that would have usage restrictions if not part of a vendor supported package such as this. All		
	libraries and repositories are kept on Amazon GovCloud and can be easily accessed once an agency		
	whitelists the servers. Development packages include access to the newest libraries and repositories for		
	the tools we package and support.		
	GovCloud Development and Continuous Integration Environment		
	GovCloud Development and Continuous Integration Environment  We understand that many agencies have not adopted the newest technologies and best practices which		
	can make modern web application development almost impossible. Our development packages include		
	use of GovCloud resources including EC2, S3,Container Services, and more.		
	ass of Solidar roodarood moraling 202, Solidarior Solvidos, and more.		

## **Pricing Comparison**

Below is a price comparison for a Neo4j Inc. commercial subscription package covering 3 production instances with 8 cores each. (3x8). The Neo4j Inc. commercial package is not a perpetual license, and the commercial EULA limits your use of Neo4j open source licenses in many ways once accepted. Notice that it also has unnecessary production elements which you are paying for as part of the subscription. Neo4j Inc's pricing can be found via a simple GSA Advantage search.

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- c. Premium Support: 24 x 7 / 1-hour response time for Severity 1 issues, email and phone.
- d. Unlimited number of licensed developers.

Name & Description	Annual Subscription Price
Neo4j Enterprise Bundle Base (3 Instances X 8 Cores Each)	\$189,188 / yr
Additional Production Capacity (per Core)	+ \$6,609 / yr
Disaster Recovery (per Core)	+ \$3,305 / yr
Additional Test Instances (per Instance)	+ \$4,957 / yr
Additional Instance (up to 8 Cores)	+ \$52,874 / yr
8-Core pack	+ \$52,874 / yr

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0488 0:10 01 00220 200	Document of 1	1 1100 12/11/20	1 ago 010 01 1100

12-Core pack	+ \$79,310 / yr
16-Core pack	+ \$105,747 / yr
24-Core pack	+ \$158,621 / yr
32-Core pack	+ \$211,494 / yr

### iGov Inc's Government Development Package with Neo4j Enterprise

Comes with same physical Neo4j Enterprise software. Under open source license there are no limitations on how you use it. You have no limits on environments, number of instances, cores, etc!

Government Bundle for Neo4j Enterprise basic configuration includes:

- a. Unlimited instances with no core limits for any environment! (dev, test, staging, production, etc)
- c. Premium support and development services by iGov Inc. Unlike the Neo4j commercial package, we support your entire architecture not just Neo4j. (Neo4j, ElasticSearch, UI, Micro Services, etc..)
- . d. No limitations on number of developers, etc.

\$25,000+

### 100% goes into development.

The minimum development package costs \$25,000. For comparison - you can choose the \$189,000 Development package option - where \$189,000 goes into consulting services at GSA approved rates.

Of course - you can choose how much you want to spend. We simply offer packages that parallel commercial subscription rates to help make procurement easier.

## Neo4j Inc. Commercial Support vs iGov Inc. Development Package Comparison

So what exactly do you get with a Neo4j Inc. commercial subscription? You get the peace of mind knowing

Neo4j Inc. is there to assist with production support tickets if the vendor you purchased it from can not solve an issue on their own. This is not very useful when you are in development, using Neo4j for R & D, or do not have a mission critical Neo4j deployment.

	Government Development Package w/ Neo4j Enterprise	Neo4j Enterprise commercial support subscription	Neo4j Enterprise (default open source license)
Has full Neo4j Enterprise functionality.	YES	YES	YES
Can purchase through Neo4j Inc. or its resellers	NO The Government Packages for Neo4j are only available through iGov Inc.	YES	NO Neo4j partners are forbidden on offering services or support for Neo4j open source licenses.
Can use in any environment for any purpose?	YES	YES  *Your subscription has limits on number of cores and instances	YES
Comes with consulting services which can be used to build your solution around Neo4j. (Including UI/UX design, ETL implementation, enterprise architecture, and FISMA and 508c services)	YES This is what seperates out the Government Development Package from the commercial support subscription. Support is swapped out with consulting services you can use to build your solution around Neo4j.	NO	NO
Comes with tools, services and support to address Accessability (508c) and FISMA requirements.	YES	NO	NO
Can I use this with any amount of cores or instances without incurring additional costs?	YES	NO  *The cost of a commercial support subscription is based on the cores and instances you use.	YES

Enterprise as a component in your system.

Enterprise derivatives under the open source license and then only under certain distribution conditions.

### About iGov

iGov Inc. is a software development company located in the Washington DC Metro area.

We focus on building innovative solutions for US Government agencies using leading open-source technologies.

**CONTACT US** 

(703) 672-1205

☐ [email protected]



Gov



HOME (INDEX.HTML) GRAPH PACKAGES (NEO4J.HTML) ABOUT US (ABOUT.HTML) SUPPORT (SUPPORT.HTML)

DOWNLOADS (DOWNLOADS.HTML) BLOG (HTTPS://WEB.ARCHIVE.ORG/WEB/20190705044617/HTTPS://BLOG.IGOVSOL.COM/)

If you've been misled by Neo4j Inc sales people regarding your rights to use Neo4j Enterprise AGPL distributions with no limitations, please contact us. You can also view a few FAQs we have put together for our US Federal clients:

Neo4j open source FAQs (downloads.html#neo4j-os-faqs)

### **Downloads**

Below are Open Native Graph Database (ONgDB) Enterprise distributions.

You can access the source code via the Graphfoundation GitHub Site (https://web.archive.org/web/20190705044617/https://github.com/graphfoundation).

If you want an older Neo4j Enterprise open source distribution not found on the site, please email info@graphstack.io (mailto:info@graphstack.io) and tell us what version you would like. We are happy to package it for you then make it available on this site for everyone to benefit from.

#### **ONGDB ENTERPRISE 3.5.5**

Drop in replacement for Neo4j Core and Enterprise 3.5.5. AGPLv3 Open Source License, no limitations on causal cluster instances, cores, or production usage.

May 2019 Neo4j's Release Notes (https://web.archive.org/web/20190705044617/https://neo4j.com/release-notes/neo4j-3-5-5/) | Neo4j's Whats New Page (https://web.archive.org/web/20190705044617/https://neo4j.com/whats-new-in-neo4j/)

Mac/Linux	ongdb-enterprise-3.5.5-unix.tar.gz (https://web.archive.org/web/20190705044617/https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.5.5-unix.tar.gz)
Windows 64 bit	ongdb-enterprise-3.5.5-windows.zip (https://web.archive.org/web/20190705044617/https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.5.5-windows.zip)

```
Windows ongdb-enterprise-3.5.5-windows.zip

S://web archive org/veb/20190705044617/https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.5.5-
HOME (INDEX:HTML)

GRAPH PACKAGES (NEO4).HTML)

SUPPORT (SUPPORT.HTML)
```

Docker (index.html) Image

```
ONgDB 3.5.5 Enterprise Docker Hub
```

BLOG (HTTPS://WEB.ARCHIVE.ORG/WEB/20190705044617/HTTPS://BLOG.IGOVSOL.COM/)

(https://web.archive.org/web/20190705044617/https://hub.docker.com/r/graphfoundation/ongdb/)

#### **ONGDB ENTERPRISE 3.4.12**

AGPLv3 Open Source License, no limitations on causal cluster instances, cores, or production usage.

October 14th, 2018 Neo4j's Release Notes (https://web.archive.org/web/20190705044617/https://neo4j.com/release-notes/neo4j-3-4-12/) |

Neo4j's Whats New Page (https://web.archive.org/web/20190705044617/https://neo4j.com/whats-new-in-neo4j/)

Mac/Linux	ongdb-enterprise-3.4.12-unix.tar.gz (https://web.archive.org/web/20190705044617/https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.4.12-unix.tar.gz)
Windows 64 bit	ongdb-enterprise-3.4.12-windows.zip (https://web.archive.org/web/20190705044617/https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.4.12-windows.zip)
Windows 32 bit	ongdb-enterprise-3.4.12-windows.zip (https://web.archive.org/web/20190705044617/https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.4.12-windows.zip)
Docker Image	ONgDB 3.4.12 Enterprise Docker Hub (https://web.archive.org/web/20190705044617/https://hub.docker.com/r/graphfoundation/ongdb/)
	<pre>docker run \    publish=7474:7474publish=7687:7687 \    volume=\$HOME/neo4j/data:/data \     graphfoundation/ongdb:3.4</pre>
	Go to: http://localhost:7474

We've gathered together questions we receive from agencies and integrators regarding Neo4j Enterprise Open Source licenses. If you have a question for us, please email us at neo4i@igovsol.com (mailto:neo4i@igovsol.com).

#### Is Neo4j Enterprise Really Open Source?

YES, Neo4j Enterprise is open source under the AGPLv3 open source license created by the Free software foundation. View License (https://web.archive.org/web/20190705044617/https://www.gnu.org/licenses/agpl-3.0.en.html). This is the same license used by Mondgo DB and many other open source projects. As long as you follow the open source license terms you are free to use it in any environment, for any purpose you wish. These terms simply ensure custom derivatives of Neo4j Enterprise are also themselves open source. US government agencies are restricted from making closed source software in most situations and do not try to create their own derivative (version) of Neo4j. Instead they use Neo4j as a server in a much larger enterprise architecture stack. AGPLv3 is a no-brainer for US government use cases! It's that simple!

What is the open source license does Neo4j Enterprise use?

Neo4j Enterprise can be used for free under the Free Software Foundation's GNU AFFERO GENERAL PUBLIC LICENSE Version 3 (https://web.archive.org/web/20190705044617/https://www.gnu.org/licenses/agpl-3.0.en.html).

It is the same license used by many open source tools such as MongoDb. There are no hidden or limiting terms beyond the standard AGPL v3.0 license (AGPLv3). With Neo4j Enterprise under its free open source AGPLv3 license, You simply don't get production email and phone support from Neo4j Inc. You can get a much cheaper support contract through iGov Inc for a fraction of the cost to support your production deployment, and our team is the only one with Neo4j federal past performance at this point in time.

Where can I download the open source Neo4j Enterprise binaries?

Neo4j removed the open source binaries they compiled from their distribution sites so you can no longer get open source packages from Neo4j Inc. Luckily iGov Inc compiles the binaries from the official Neo4j source code repositories (https://web.archive.org/web/20190705044617/https://github.com/neo4j).

can Lock the sourcecode for Neo4i Enterprise?



GRAPH PACKAGES (NEO4J.HTML) ABOUT US (ABOUT.HTML) SUPPORT (SUPPORT.HTML) he Neo4i Enterprise source code at the official Neo4i GitHub Repositories

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index.html) What are the restrictions of AGPLv3 and do I need to worry about them?

There simply are none that we've ever run into.

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Can I use Neo4j Enterprise open source licenses in production?

Yes, of course you can. It's 100% free and open source. The standard AGPLv3 open source license simply ensures that Neo4i remains open source and that any custom derivatives of Neo4i should be shared with the community.

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Does Neo4j open source license have any other restrictions above the AGPLv3 open source license?

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What is the difference between Neo4j Enterprise AGPLv3 and Neo4j Enterprise Trial?

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### Neo4j Enterprise Commercial & Open Source Comparisons

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custom Neo4j Enterprise Edition)

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License		license	license	
Can use in any e	environment for any purpose?	YES	YES	
Can I use this wircosts?	th any amount of cores without incurring	additional YES	NO	
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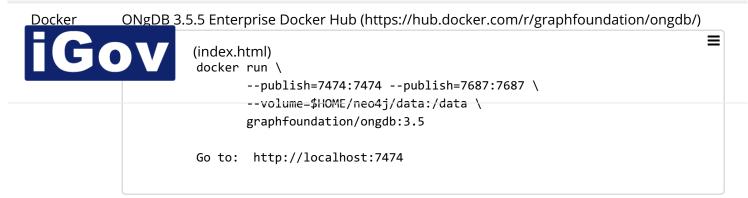
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May 2019 Neo4j's Release Notes (https://neo4j.com/release-notes/neo4j-3-5-5/) | Neo4j's Whats New Page (https://neo4j.com/whats-new-in-neo4j/)

Mac/Linux	ongdb-enterprise-3.5.5-unix.tar.gz (https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.5.5-unix.tar.gz)
Windows 64 bit	ongdb-enterprise-3.5.5-windows.zip (https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.5.5-windows.zip)
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10/2/2019

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October 14th, 2018 Neo4j's Release Notes (https://neo4j.com/release-notes/neo4j-3-4-12/) | Neo4j's Whats New Page (https://neo4j.com/whats-new-in-neo4j/)

Mac/Linux	ongdb-enterprise-3.4.12-unix.tar.gz (https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.4.12-unix.tar.gz)		
Windows 64 bit	ongdb-enterprise-3.4.12-windows.zip (https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.4.12-windows.zip)		
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Docker Image	ONgDB 3.4.12 Enterprise Docker Hub (https://hub.docker.com/r/graphfoundation/ongdb/)  docker run \		



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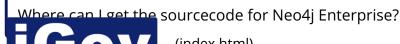
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License	Neo4j Enterprise open source license	Neo4j Enterprise commercial license
Can use in any environment for any purpose?	YES	YES
Can I use this with any amount of cores without incurring additional costs?	YES	NO
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--publish=7474:7474 --publish=7687:7687 \ --volume=\$HOME/neo4j/data:/data \ graphfoundation/ongdb:3.5 Go to: http://localhost:7474

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Mac/Linux ongdb-enterprise-3.4.12-unix.tar.gz (https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.4.12-unix.tar.gz) Windows 64 bit ongdb-enterprise-3.4.12-windows.zip (https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.4.12-windows.zip)



db<sup>(index, html)</sup>3.4.12-windows.zip (https://cdn.graphfoundation.org/ongdb/dist/ongdb-enterprise-3.4.12-windows.zip)



Docker Image

7/27/2020

ONgDB 3.4.12 Enterprise Docker Hub (https://hub.docker.com/r/graphfoundation/ongdb/)

```
docker run \
     --publish=7474:7474 --publish=7687:7687 \
     --volume=$HOME/neo4j/data:/data \
     graphfoundation/ongdb:3.4

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iGov Inc. is a Northern Virginia software development and consulting company focused on building innovative open source solutions for our US government customers. We focus on large scale graph and AI solutions.

# March 2019 News: ONgDB Enterprise 3.5.5 is ready for production.

Open Native Graph DB (ONgDB) is a non-restrictive fork of Neo4j, the world's leading Graph Database.

ONgDB (AKA ONgDB Enterprise) 3.5.5 is Neo4j 3.5.5 Core + the enterprise features

Neo4j Inc removed from the code base as of v3.5.

All ONgDB and Neo4j Enterprise AGPL distributions can be used in production, in closed

source projects, and with no limitations on # of cores or causal cluster instances. ONgDB is

a drop in replacement for the Neo4j Community and Enterprise branded distributions.

Neo4j Enterprise Commercial Prices Blog Post

## About iGov

iGov Inc. is a software development company located in the Washington DC Metro area.

We focus on building innovative solutions for US Government agencies using leading open-source technologies.

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Neo4j Enterprise Commercial Prices Blog Post (https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html)

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iGov Inc. is a Northern Virginia software development and consulting company focused on building innovative open source solutions for our US government customers. We focus on large scale graph and AI solutions.

# September 2019 News: ONgDB Enterprise 3.5.11 is ready for production.

Open Native Graph DB (ONgDB) is a non-restrictive fork of Neo4j, the world's leading Graph Database.

ONgDB (AKA ONgDB Enterprise) 3.5.11 is Neo4j 3.5.11 Core + the enterprise features

Neo4j Inc removed from the code base as of v3.5.

All ONgDB and Neo4j Enterprise AGPL distributions can be used in production, in closed source projects, and with no limitations on # of cores or causal cluster instances. ONgDB is a drop in replacement for the Neo4j Community and Enterprise branded distributions.

As iGov Inc is not a Neo4j Inc partner, it is not prohibited from promoting open source Neo4j options such as the ONgDB fork.

Neo4j Enterprise Commercial Prices Blog Post

## About iGov

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# March 2019 : ONgDB Enterprise 3.5.3 (Neo4j Core 3.5.3 + Enterprise Code) is now available.

Open Native Graph DB (ONgDB) is a non-restrictive fork of Neo4j managed by the Non profit Graph Foundation. ONgDB is 100% free and open, and there are no limitations on instances in clusters, cores, etc!

It is a drop in replacement for any Neo4j Enterprise (or community) distribution of the same version number.

**ABOUT GRAPHSTACK** 

**DOWNLOADS** 

## About GraphStack

GraphStack was created and is run by iGov Inc. We have no relationship with Neo4j Inc, the company who created and open sourced Neo4j.

## What is GraphStack?

GraphStack is a development suite that allows teams to build large scale graph apps.

More information coming soon...

## Who is GraphStack for?

GraphStack is for anyone who had adopted Neo4j and plans on building a large scale graph solution with Neo4j Enterprise / ONgDB Enterprise, Elasticsearch, Microservices, and more.

## **Downloads**

Below are Open Native Graph Database (ONgDB) Enterprise distributions.

You can access the source code via the <u>Graphfoundation GitHub Site</u>.

If you want an older Neo4j Enterprise open source distribution not found on the site, please email <a href="mailto:info@graphstack.io">info@graphstack.io</a> and tell us what version you would like. We are happy to package it for you then make it available on this site for everyone to benefit from.

## ONgDB Enterprise 3.5.3

Drop in replacement for Neo4j Core and Enterprise 3.5.3. AGPLv3 Open Source License, no limitations on causal cluster instances, cores, or production usage.

March 2019 Neo4j's Release Notes | Neo4j's Whats New Page

Mac/Linux	ongdb-enterprise-3.5.3-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.5.3-windows.zip
Windows 32 bit	ongdb-enterprise-3.5.3-windows.zip
Docker Image	ONgDB 3.5.3 Enterprise Docker Hub  docker run \

## ONgDB Enterprise 3.4.12

AGPLv3 Open Source License, no limitations on causal cluster instances, cores, or production usage.

October 14th, 2018 Neo4j's Release Notes | Neo4j's Whats New Page

```
Mac/Linux

ongdb-enterprise-3.4.12-unix.tar.gz

Windows 64 bit

ongdb-enterprise-3.4.12-windows.zip

Windows 32 bit

ongdb-enterprise-3.4.12-windows.zip

Docker Image

ONgDB 3.4.12 Enterprise Docker Hub

docker run \
--publish=7474:7474 --publish=7687:7687 \
--volume=$HOME/neo4j/data:/data \
graphfoundation/ongdb:3.4

Go to: http://localhost:7474
```

## **About Us**

iGov Inc is the company behind GraphStack.

iGov Inc offers production support packages for Neo4j / ONgDB Enterprise open source distributions for US government agencies.

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**Docker Hub** 



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iGov Inc and GraphStack has no relationship with Neo4j Inc, the innovative software company who created Neo4j.

From: Jyothi Viswanadham (jyothi.viswanadham@daytonatec.com)

To: John Mark Suhy (jmsuhy@igovsol.com)

CC: BCC:

**Subject:** RE: Neo 4j pricing

Attachments:

**Sent:** 03/10/2019 10:23:52 PM -0700 (PST)

Thank you so much for the information. It helped a lot

From: John Mark Suhy <jmsuhy@igovsol.com>

Sent: Friday, 8 March 2019 5:51 PM

To: Jyothi Viswanadham <jyothi.viswanadham@daytonatec.com>

Subject: Re: Neo 4j pricing

#### We only focus on US government agencies, but I can guide you in the right direction.

I don't think the discovery bundle is worth the cost. Your are essentially paying for a limited email and phone support. It is a yearly subscription which also limits you in cores and instances.

I think you are better off using ONgDB, The free and open fork of Neo4j Enterprise, as it does not cost anything. It adds enterprise feature code such as causal clustering back into Neo4j Core. It is a drop in replacement for Neo4j, just ensure the version bumber matches your current version.

See: https://graphfoundation.org/ongdb/

You have no limitations on size of your cluster, number of cores, etc. and you can use it in production and in closed source projects.

We are not a Neo4j Partner because Partners are not allowed to work or promote open source distributions so you won't learn about your true options from any partners.

If you need support for your project using the unrestricted open source enterprise distributions, then check out <a href="http://graphgrid.com">http://graphgrid.com</a>

I hope this is helpful.

Have a good day,

John Mark Suhy CTO iGov Inc

On Fri, Mar 8, 2019 at 5:04 AM Jyothi Viswanadham < jyothi.viswanadham@daytonatec.com> wrote:

Hello.

I am looking at Neo4j pricing. Can you please help me with cost per GB and when we take discovery membership how

do we install it and other questions

Thanks! jyothi

--

John Mark Suhy iGov Inc jmsuhy@igovsol.com 703-862-7780 https://igovsol.com Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 866 of 1198

From: John Mark Suhy (jmsuhy@igovsol.com)

To: Ron.Turner@XpressRules.com

CC: BCC:

**Subject:** SBIR award with Neo4j

**Attachments:** 

**Sent:** 01/25/2019 08:27:41 PM -0800 (PST)

Hello Ron,

I came across your SBIR award and saw you were using Neo4j.

I wanted to bring to your attention that if you want to use Neo4j Enterprise (up through the latest 3.4 release) under it's open source license, you can do so in a closed source project for free. This is counter to what you probably have been told by Neo based on their last behavior.

As of Neo4j 3.5, if you want to use enterprise features (causal clustering, etc) for free with no limitations, then you would want to use the Open Native Graph Database (ONgDB) as a drop in replacement (using same version number) - it adds in the enterprise features Neo4j removed from their code base a few weeks ago.

ONgDB is in production at Treasury for example, it is just not well known yet.

https://www.graphfoundation.org/projects/ongdb/

Below is a blog post I wrote about pricing so you understand why this information could really help you with your commercialization strategy.

https://blog.igovsol.com/2018/01/10/Neo4j-Commercial-Prices.html

Feel free to reach out to me anytime, I am in the Washington DC metro area.

Have a good weekend,

John Mark

# The Neo4j Developer Manual v3.4

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This is the developer manual for Neo4j version 3.4, authored by the Neo4j Team.

# The main parts of the manual are:

- Chapter 1, Introduction Introducing graph database concepts and Neo4j.
- Chapter 2, Get started Get started using Neo4j: Cypher and Drivers.
- Chapter 3, Cypher Reference for the Cypher query language.
- Chapter 4, *Drivers* Uniform language driver manual.
- Chapter 5, HTTP API Reference for the HTTP API for operating and querying Neo4j.
- Chapter 6, Extending Neo4j How to use procedures, user-defined functions, and authentication and authorization plugins for extending Neo4j.
- Appendix A, *Reference* Neo4j status code reference.
- Appendix B, *Terminology* Graph database terminology.

# Who should read this?

This manual is written for the developer of a Neo4j client application.

# The Neo4j Developer Manual v3.4

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This is the developer manual for Neo4j version 3.4, authored by the Neo4j Team.

The main parts of the manual are:

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- Chapter 2, Get started Get started using Neo4j: Cypher and Drivers.
- Chapter 3, Cypher Reference for the Cypher query language.
- Chapter 4, *Drivers* Uniform language driver manual.
- Chapter 5, HTTP API Reference for the HTTP API for operating and querying Neo4j.
- Chapter 6, Extending Neo4j How to use procedures, user-defined functions, and authentication and authorization plugins for extending Neo4j.
- Appendix A, *Reference* Neo4j status code reference.
- Appendix B, *Terminology*—Graph database terminology.

### Who should read this?

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This is the operations manual for Neo4j version 3.4, authored by the Neo4j Team.

The manual covers the following areas:

- Chapter 1, *Introduction* Introduction of Neo4j Community and Enterprise Editions.
- Chapter 2, *Installation* Instructions on how to install Neo4j in different deployment contexts.
- Chapter 3, Configuration Instructions on how to configure certain parts of the product.
- Chapter 4, *Clustering* Comprehensive descriptions of Neo4j Causal Clustering.
- Chapter 5, *Upgrade* Instructions on upgrading Neo4j.
- Chapter 6, Backup Instructions on setting up Neo4j backups.
- Chapter 7, Authentication and authorization Instructions on user management and role-based access control.
- Chapter 8, Security Instructions on server security.
- Chapter 9, *Monitoring*—Instructions on setting up Neo4j monitoring.
- Chapter 10, *Performance* Instructions on how to go about performance tuning for Neo4j.
- Chapter 11, Tools Description of Neo4j tools.
- Appendix A, Reference Listings of all Neo4j configuration parameters.
- Appendix B, Tutorials Step-by-step instructions on various scenarios for setting up Neo4j.
- Appendix C, *HA cluster* Information about Neo4j HA clusters.

Who should read this?

- the engineer performing the Neo4j production deployment.
- the operations engineer supporting and maintaining the Neo4j production database.
- the enterprise architect investigating database options.
- the infrastructure architect planning the Neo4j production deployment.

# **EXHIBIT 81**

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This is the operations manual for Neo4j version 3.4, authored by the Neo4j Team.

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This manual covers the following areas:

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- Chapter 2, *Installation* Instructions on how to install Neo4j in different deployment contexts.
- Chapter 3, Docker Instructions on how to use Neo4j on Docker.
- Chapter 4, Configuration Instructions on how to configure certain parts of the product.
- Chapter 5, *Clustering* Comprehensive descriptions of Neo4j Causal Clustering.
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- Appendix B, Tutorials Step-by-step instructions on various scenarios for setting up Neo4j.
- Appendix C, Advanced Causal Clustering Advanced concepts and

EJD Document 93-1 Filed 12/11/20 Page 879 of 1198 actions for Neo4j Causal Clustering.

- Appendix D, *Index key calculations* Details for calculating index key sizes.
- Appendix E, HA cluster Information about Neo4j HA clusters.

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- the enterprise architect investigating database options.
- the infrastructure architect planning the Neo4j production deployment.

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This manual covers the following areas:

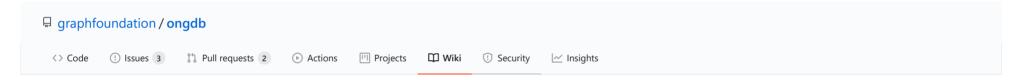
- Introduction Introduction of Neo4j Community and Enterprise Editions.
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# ONgDB 3.5 Changelog

Brad Nussbaum edited this page on Aug 12 · 6 revisions

### 3.5.19

#### Kernel

- Includes store file name in version/ids debug.log printout
- The BatchInserter now honors the dbms.read\_only setting. Furthermore, read-only batch inserters are faster to shut down because they don't rebuild indexes.
- Fixes issue where created indexes would stop being resampled after restart

### Cypher

• Planner bug fix to avoid cases where the planner gives up without considering all possible plans

## 3.5.18

#### Kernel

- Fixes a bug that in rare cases can lead to a JVM crash with a sysmalloc: Assertion or SIGSEGV error message.
- Includes NodeRecord in dynamic label record load error
- Attempting to create a full-text index with a non-existent analyser will now fail the creating query, instead of failing at commit time.
- Fixes issue shrinking high\_limit double-unit record back to single-unit

# Cypher

• Update Apache Shiro to 1.5.2 to fix BlackDuck warning

#### Docker

Removed docker specific configuration overrides incompatible with windows networking

### 3.5.17



https://github.com/graphf

#### Kernel

- Fix a bug in DETACH DELETE on dense nodes that could lead to inconsistencies.
- Fix a bug where DETACH DELETE would not lock the relationships being deleted, allowing overlapping transactions to make changes, such as property updates and chain linkage changes, to those records, which could lead to inconsistencies.

### Cypher

- Fixed a bug where shadowed variable from outer scope would be accessible inside list comprehension when combined with aggregating function.
- Parsing or compilation related errors are now also logged in the guery log.

# Cypher-shell version

• 1.1.13

## 3.5.16

#### Kernel

- Fix a problem where the combination of parallel apoc.periodic.iterate, and dbms.logs.query.parameter logging enabled=true, could lead to a JVM crash.
- Last line in the configuration file is no longer ignored if there is a missing new line.

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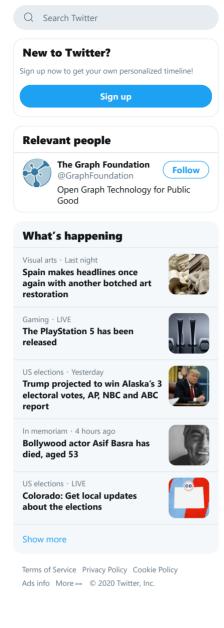
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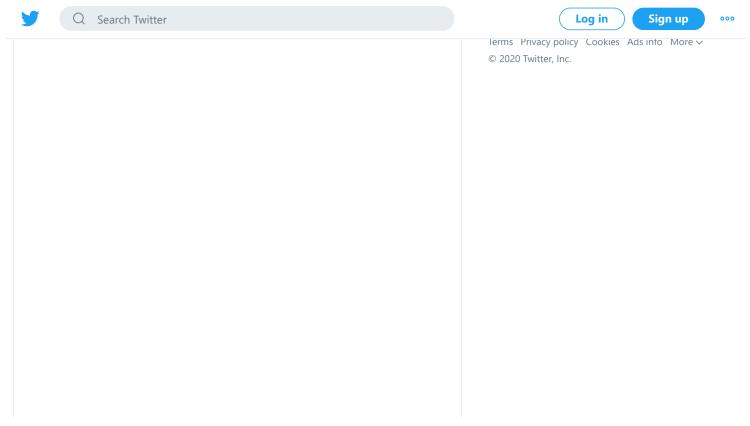


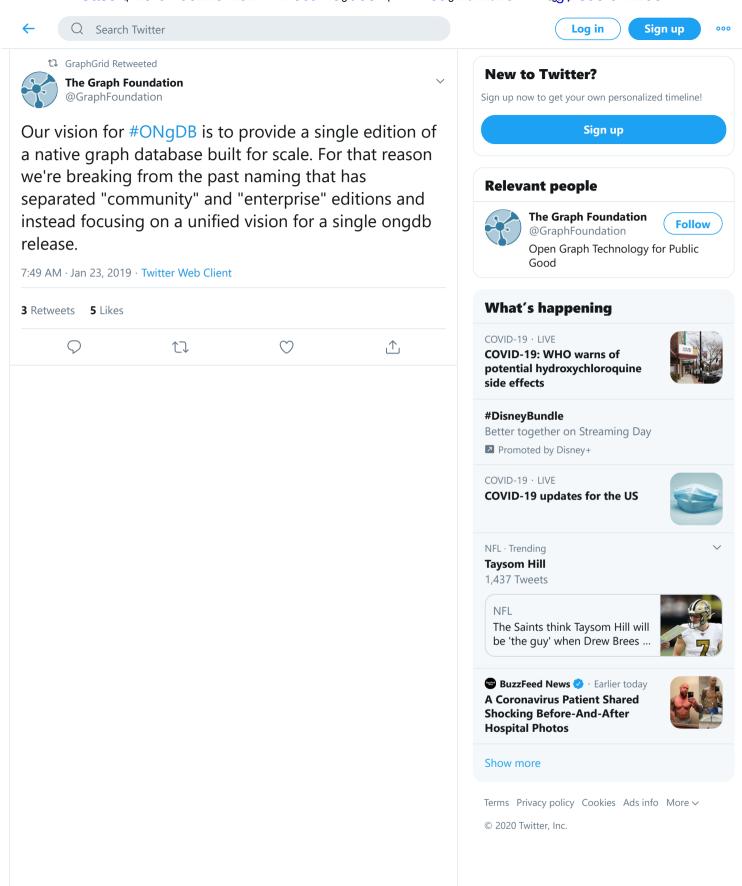




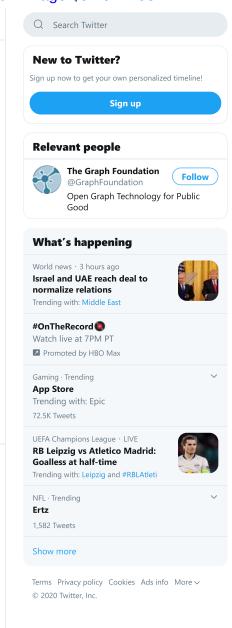


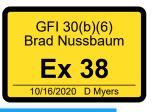




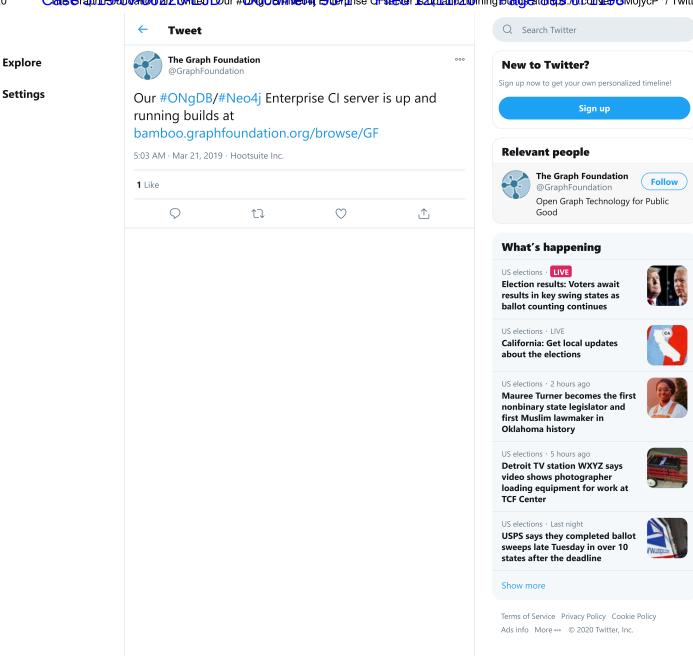








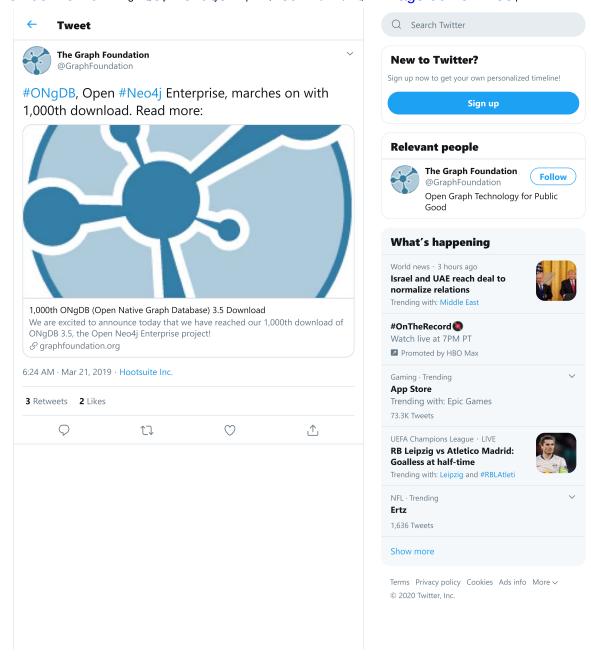
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# **EXHIBIT 91**











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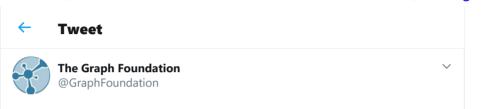
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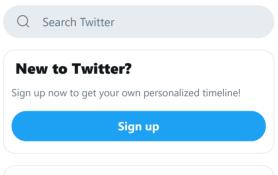


**#ONgDB** 3.5.11 support release is out: graphfoundation.org/projects/ongdb/

# What is ONgDB?

Open Native Graph DB is an open source fork of #Neo4j, that picks up prior to Neo4j, Inc.'s removal of enterprise code from the main Github repository.





### **Relevant people**



The Graph Foundation @GraphFoundation

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Open Graph Technology for Public Good

# What's happening

Politics · Yesterday

SCOTUS hearings: Senators, Barrett deliver opening remarks on first day of confirmation hearings



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7.314 Tweets

Trending in United States

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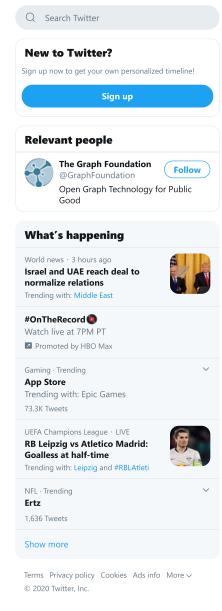
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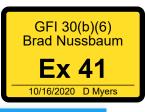


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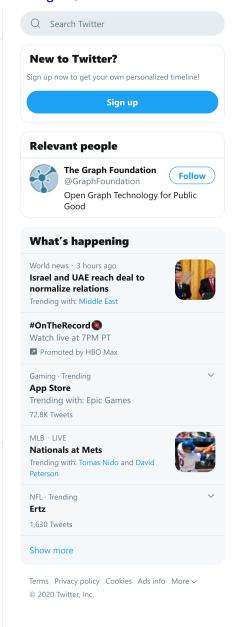


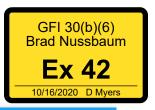


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**Settings** 





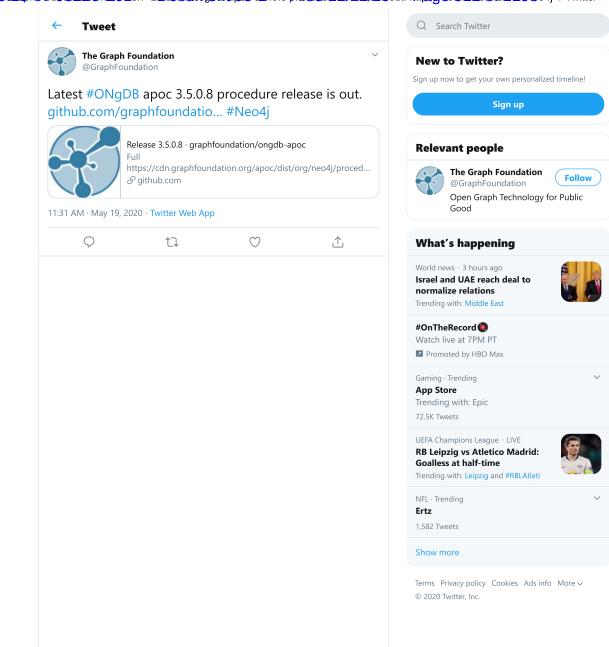


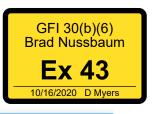
Don't miss what's happening



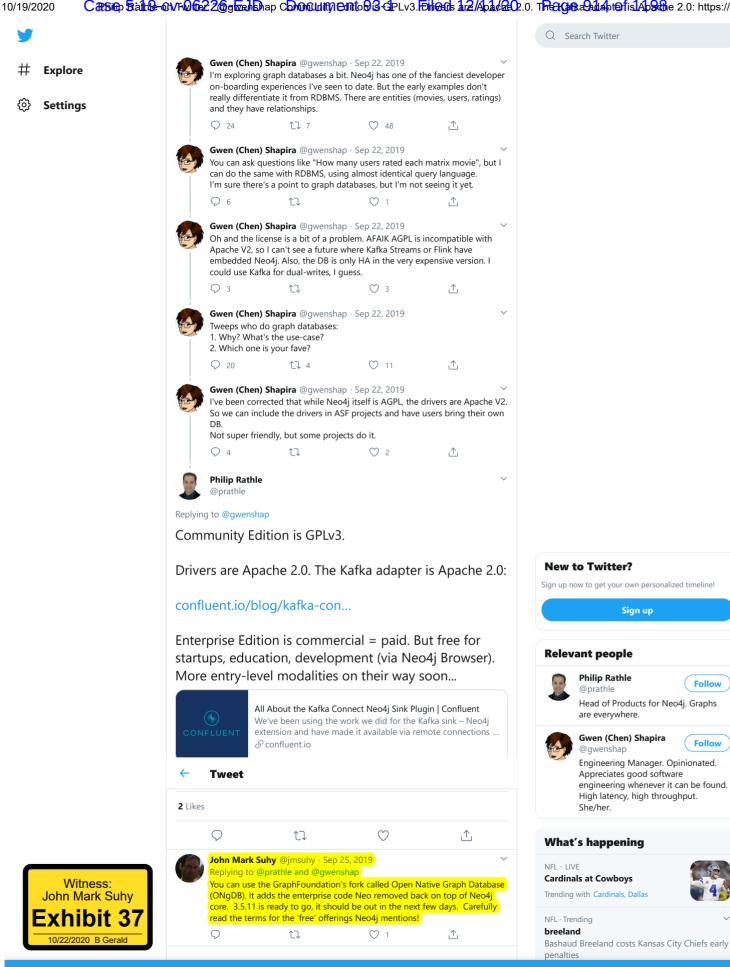
**Explore** 

**Settings** 







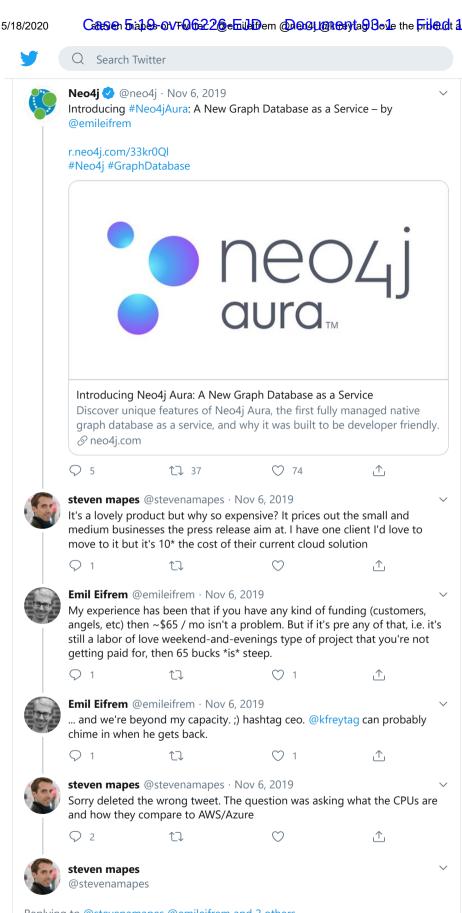


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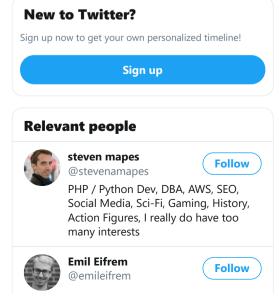






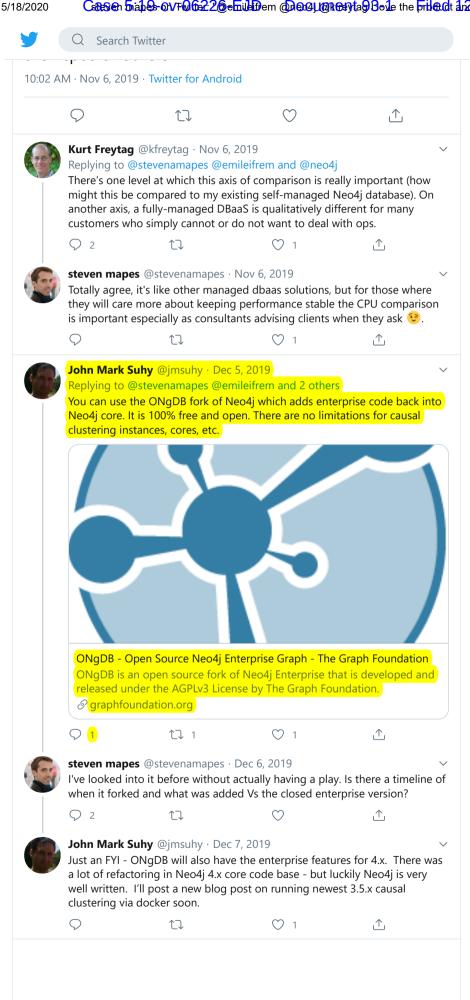
Replying to @stevenamapes @emileifrem and 2 others

I love the product and use neo daily but the costs are often a barrier for clients from making the move to Enterprise so it'd be handy to be able to compare CPU

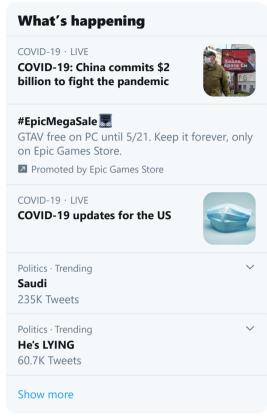


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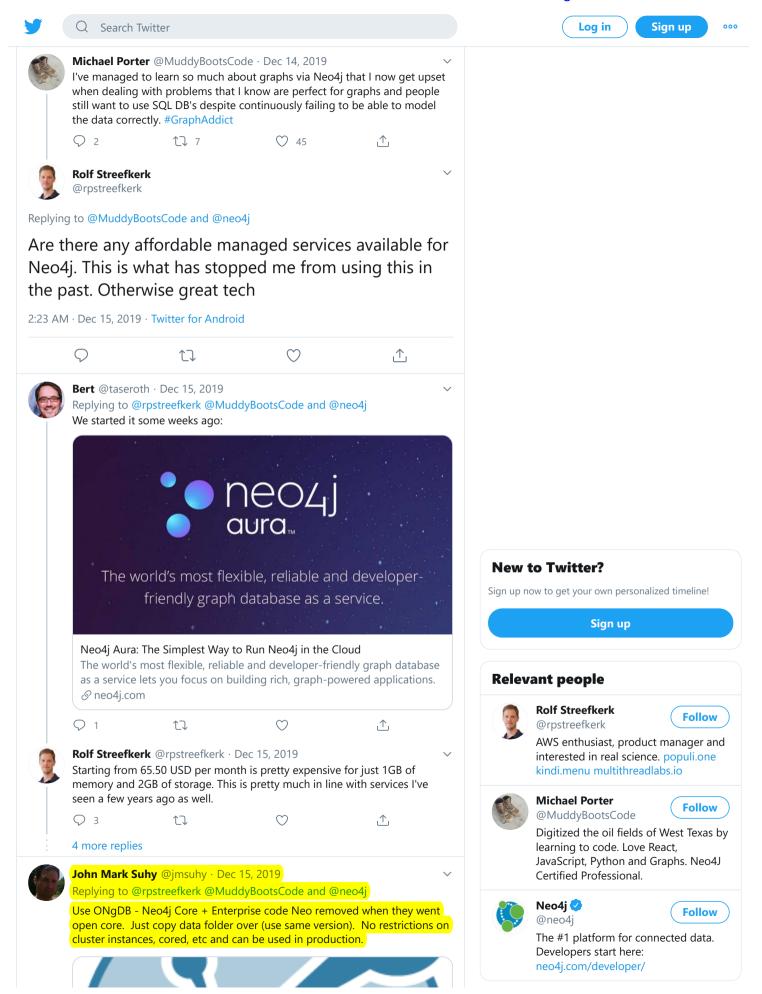




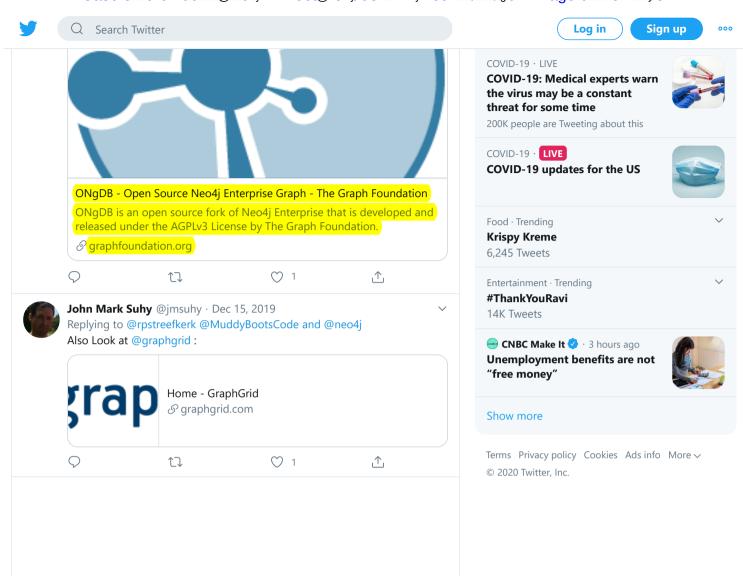
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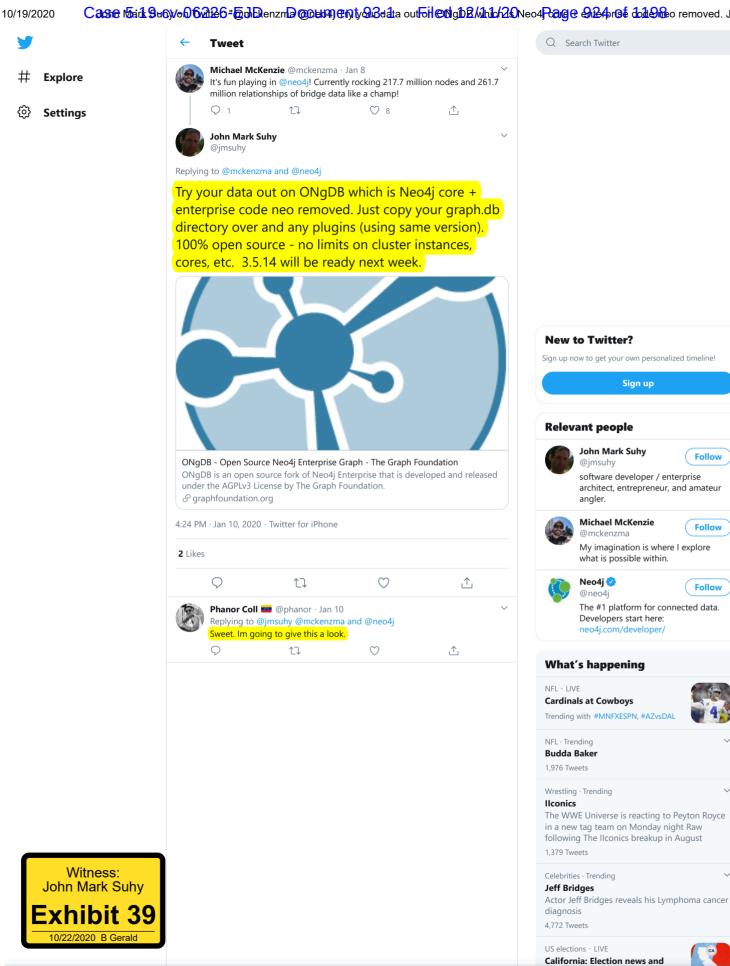
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5/19/2020





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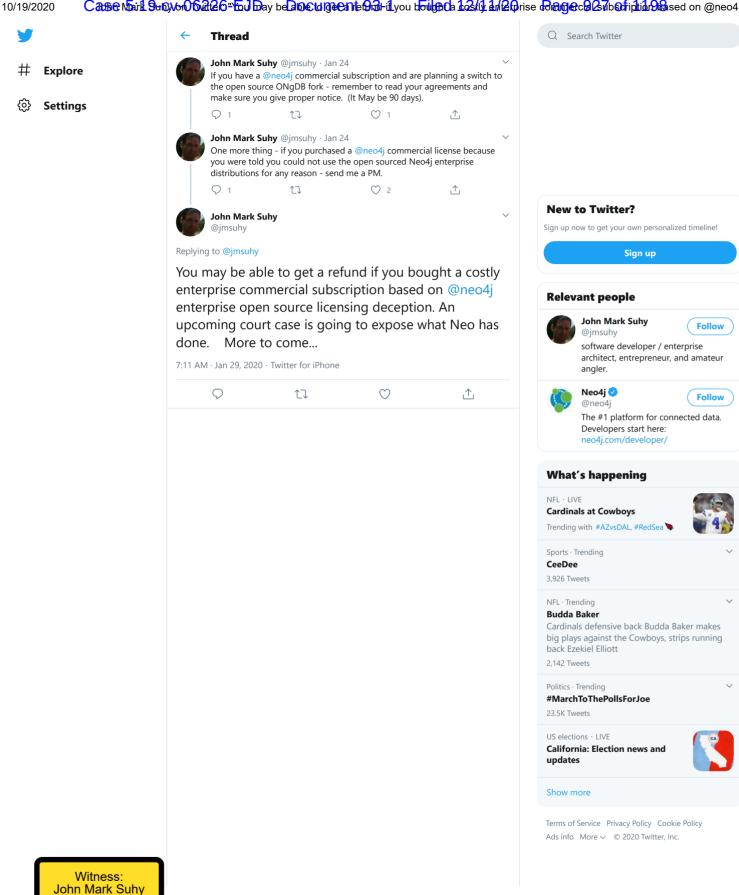
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Gwen (Chen) Shapira @gwenshap · Sep 22, 2019

I'm exploring graph databases a bit. Neo4j has one of the fanciest developer on-boarding experiences I've seen to date. But the early examples don't really differentiate it from RDBMS. There are entities (movies, users, ratings) and they have relationships.

Q 24

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<u>,</u>↑,



Gwen (Chen) Shapira @gwenshap · Sep 22, 2019

You can ask questions like "How many users rated each matrix movie", but I can do the same with RDBMS, using almost identical query language. I'm sure there's a point to graph databases, but I'm not seeing it yet.

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,Λ,



Gwen (Chen) Shapira @gwenshap · Sep 22, 2019

Oh and the license is a bit of a problem. AFAIK AGPL is incompatible with Apache V2, so I can't see a future where Kafka Streams or Flink have embedded Neo4j. Also, the DB is only HA in the very expensive version. I could use Kafka for dual-writes, I guess.

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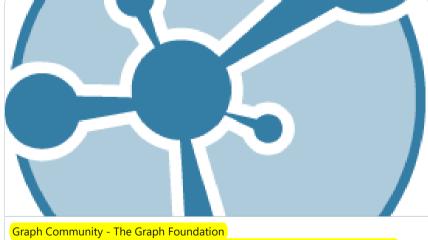
,**1** 



John Mark Suhy @jmsuhy

Replying to @gwenshap

@neo4j enterprise used to be open source until 3.4 or 3.5. After they closed EE - a fork called #ONgDB (Open Native Graph Database) put the enterprise code back in the code base. It is 100% free and open - no costs for causal clustering, cores, etc.



OPEN. THE GRAPH FOUNDATION provides support for The Graph Foundation Community of Open Source software projects, which provide software products ... & graphfoundation.org

#### 8:07 PM · Apr 2, 2020 · Twitter for iPhone

1 Like

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## John Mark Suhy

@jmsuhy

software developer / enterprise architect, entrepreneur, and amateur angler.



# Gwen (Chen) Shapira

@gwenshap

Engineering Manager. Opinionated. Appreciates good software engineering whenever it can be found. High latency, high throughput. She/her.



#### Neo4j 📀

@neo4j

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Developers start here:
neo4j.com/developer/

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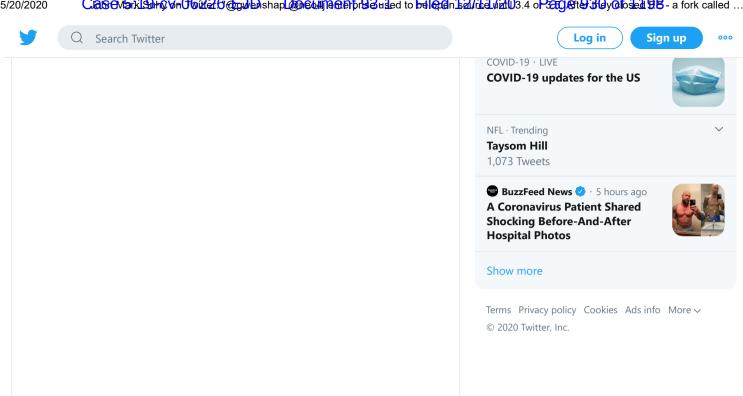
COVID-19 · LIVE

COVID-19: WHO warns of potential hydroxychloroquine side effects



170K people are Tweeting about this

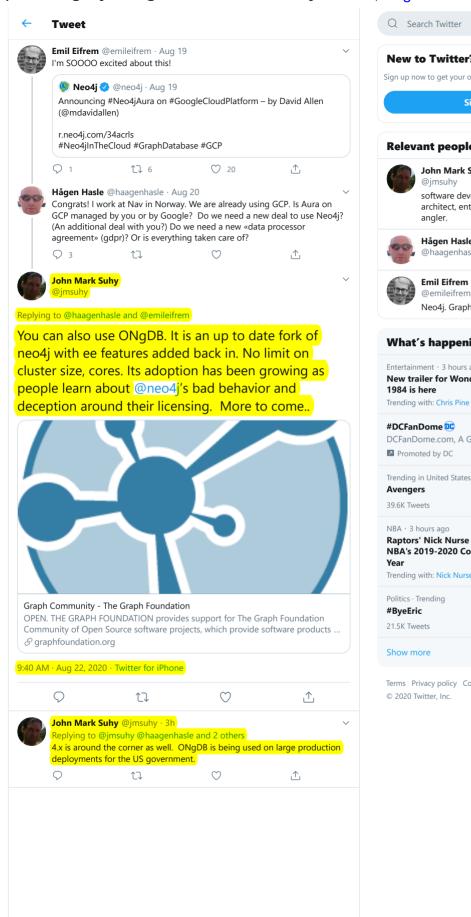
#DisneyBundle

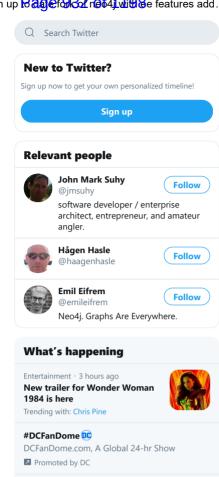






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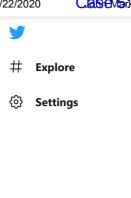
Raptors' Nick Nurse named NBA's 2019-2020 Coach of the Trending with: Nick Nurse

#ByeEric

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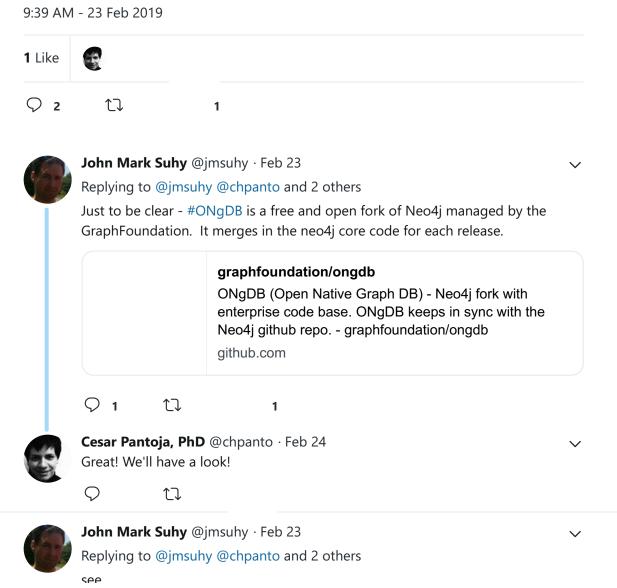


Replying to @chpanto @akchux @neo4j

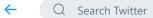
If you ever want to use causal clustering while staying 100% open source, you can do so with #ONgDB

(Neo4j core + enterprise features they removed when they closed Neo4j Enterprise edition at 3.5).

Just ensure you use the same version number as your current Neo4j version.









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Kanye West says Harriet Tubman 'never actually freed the slaves' during his South Carolina campaign rally



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Trending in United States

#### Kayne

3,236 Tweets

Wrestling · Trending

#### Cesaro

Trending with: Nakamura

4,275 Tweets

US news · 2 hours ago

President Trump refuses to say whether he will accept election results during recent interview with Chris Wallace



Trending with: Chris Wallace and #NationalIceCreamDay

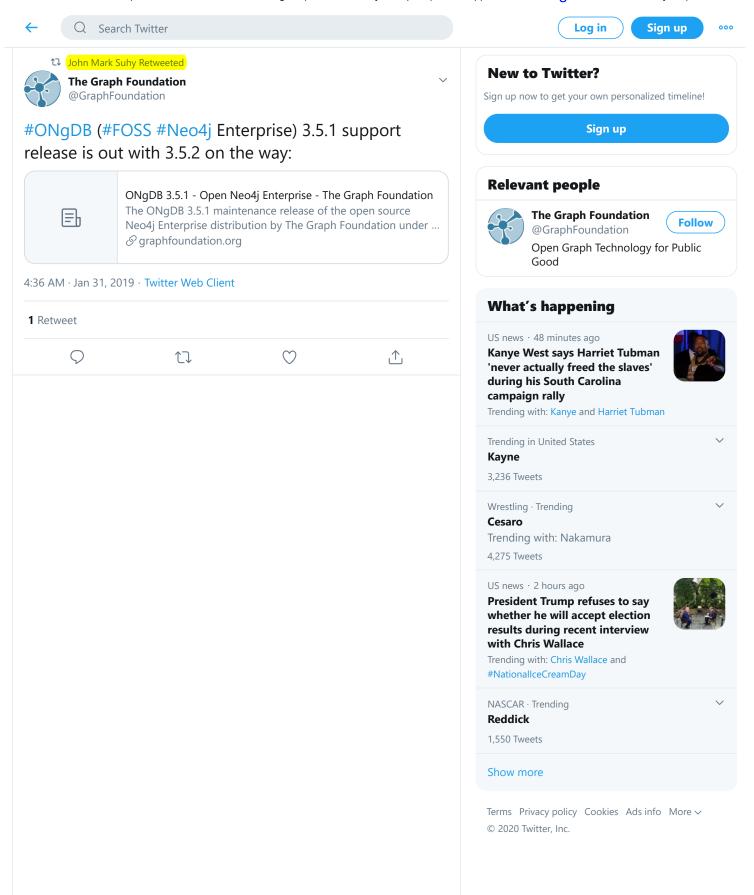
NASCAR · Trending

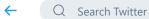
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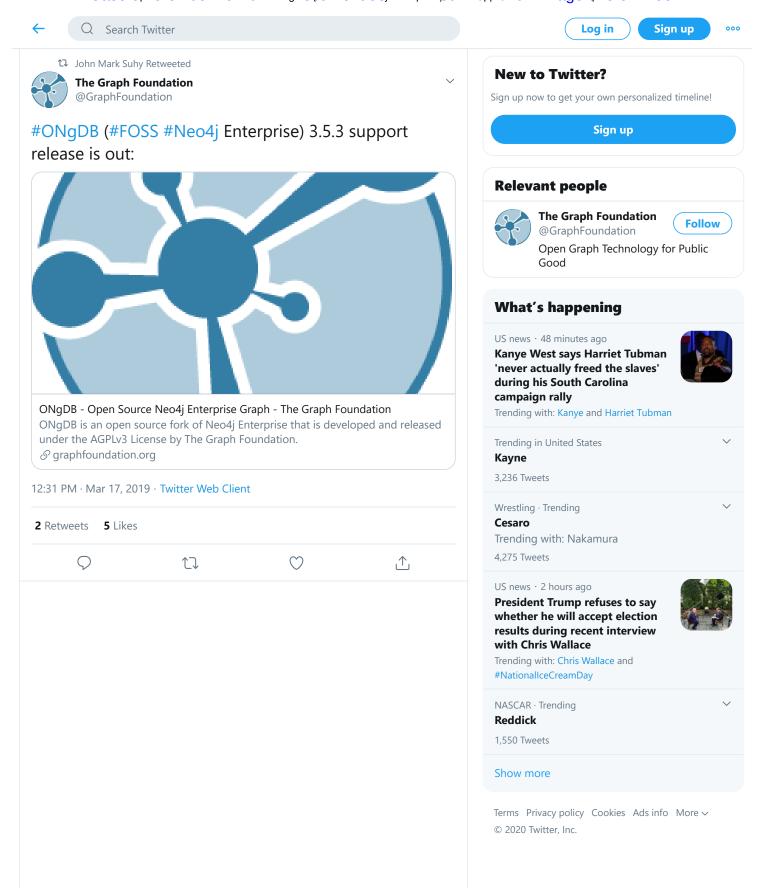
Trending with: Chris Wallace and #NationalIceCreamDay

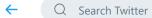
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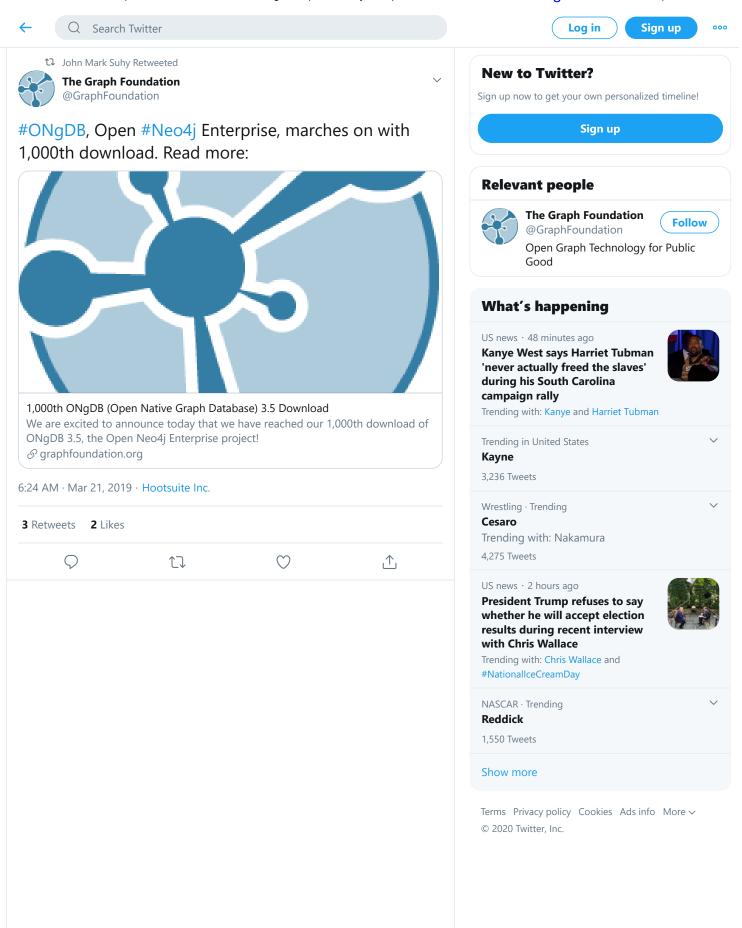
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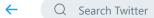
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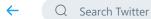
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Case 5:19-cv-06226-EJD

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## 1,000th ONgDB (Open Neo4j Enterprise) 3.5 Download

21 MAR 2019

**ADD A COMMENT** 

We are excited to announce today that we have reached our **1,000**<sup>th</sup> **download of ONgDB 3.5**, the Open Neo4j Enterprise project!

Up until 3.5, Neo4j Enterprise had always been an open source project managed by Neo4j, Inc. After Neo4j, Inc. raised an 80M Series E round in October 2018, it quickly closed the open source code and removed it entirely from the neo4j GitHub project. This sudden shock to the community was swiftly responded to by The Graph Foundation to organize a community that will keep the original vision of a developing a native, scalable open source graph database alive. You can learn more about the Neo4j, Inc. shift to Open Core in this article.

We are proud of this community that has worked to keep Neo4j Enterprise 3.5 open source. Building an open native graph database to reach the masses is our mission and reaching the  $1000^{th}$  download is a sign that we are succeeding in our mission to put a scalable graph to work for everyone. We are excited to be on this journey with you all and to keep this project advancing in the open for all to see, experience and build exciting businesses and products around. For more information on the ONgDB project and access to downloads visit the ONgDB Project page.

Thank you all and hope to see you around in the community!



**Brad Nussbaum** 

Tags: FOSS, Neo4j, ONgDB

**PREVIOUS** 

Neo4j is Open Core - Now What?

3/25	100	110	
11/3	//U	119	

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- Open Native Graph DB (ONgDB)

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  - o ONgDB 3.4.12
  - o ONgDB 3.4.9
  - o ONgDB 3.5.1
  - o ONgDB 3.5.3
  - o ONgDB 3.5.4

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# ONgDB (Open Native Graph DB)



ONgDB is a fork of the neo4j enterprise project that continues development of neo4j enterprise as a fully open source project after Neo4j Inc's Open Core Shift that suspended development of enterprise as an open source project and removed the open source code.

ONgDB is a high performance, native graph store with everything you would expect from an enterprise-ready database, including high availability clustering, ACID transactions, and uses the intuitive, pattern-centric open cypher query language. Developers use graph theory-based structures that we call nodes and relationships instead of rows and columns. For many use cases, ONgDB will provide orders of magnitude performance benefits compared to non-native graph, relational and NoSQL databases.

## **Open Source License**

ONgDB distributions are licensed under AGPLv3 as a free and open source alternative to currently available proprietary native graph offerings such as Neo4j Enterprise Edition.

### **Current Release**

ONgDB 3.6.0.RC1

2 May 2020: Release Notes | Source Code | Documentation

Mac/Linux	ongdb-enterprise-3.6.0.RC1-unix.tar.gz	
Windows 64 bit	ongdb-enterprise-3.6.0.RC1-windows.zip	GFI 30(b)(6)
Windows 32 bit	ongdb-enterprise-3.6.0.RC1-windows.zip	Brad Nussbaum
Docker Image	ONgDB 3.6.0.RC1 Docker Hub	Ex 26  10/16/2020 D Myers

## Latest Stable Release

## ONgDB 3.5.17

#### 9 April 2020: Release Notes | Source Code

Mac/Linux	ongdb-enterprise-3.5.17-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.5.17-windows.zip
Windows 32 bit	ongdb-enterprise-3.5.17-windows.zip
Docker Image	ONgDB 3.5.17 Docker Hub  docker run \publish=7474:7474publish=7687:7687 \volume=\$HOME/ongdb/data:/data \ graphfoundation/ongdb:3.5
	Go to: http://localhost:7474

## **Previous Releases**

- 3.5.16
- 3.5.15
- 3.5.14
- 3.4.17
- 3.4.15

Not seeing the perfect release? Browse all ONgDB Releases for the full list of supported releases.

## Interested in Contributing to ONgDB Development?

There are many ways to contribute to the exciting development of the worlds most powerful open source graph database. For steps on how to get started and joining the community Slack, head over to Get Involved to learn more.

## Looking for ONgDB Build Results and Distributions?

The Graph Foundation Build Server will build and make distributions available for git branches on active projects. If you would like a distribution built with your modification, follow the steps for committers and submit a Pull Request with your contribution.

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- ONgDB (Open Native Graph DB)
  - ONgDB Releases

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- ONgDB 3.5.4
- ONgDB 3.6.0.M1
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- o ONgDB 3.6.0.RC1

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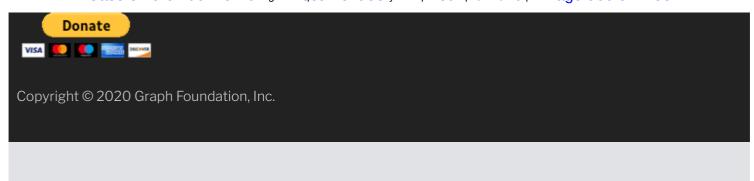
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# **EXHIBIT 114**

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Current Release

ONgDB 3.6.2

4 December 2020: Release Notes | Source Code | Documentation

Mac/Linux	ongdb-enterprise-3.6.2-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.6.2-windows.zip
Windows 32 bit	ongdb-enterprise-3.6.2-windows.zip
Docker Image	ONgDB 3.6.2 Docker Hub  docker run \    publish=7474:7474publish=7687:7687 \    volume=\$HOME/ongdb/data:/data \
	graphfoundation/ongdb:3.6

N4J\_019978

Go to: http://localhost:7474

#### LTS Release

## ONgDB 3.5.22

28 October 2020: Release Notes | Source Code

Mac/Linux	ongdb-enterprise-3.5.22-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.5.22-windows.zip
Windows 32 bit	ongdb-enterprise-3.5.22-windows.zip
Docker Image	ONgDB 3.5.22 Docker Hub  docker run \publish=7474:7474publish=7687:7687 \volume=\$HOME/ongdb/data:/data \ graphfoundation/ongdb:3.5
	Go to: http://localhost:7474

#### Previous Releases

- 3.5.19
- 3.5.18
- 3.5.17
- 3.4.17
- 3.4.15

Not seeing the perfect release? Browse all ONgDB Releases for the full list of supported releases.

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Looking for ONgDB Build Results and Distributions?

#### 12/9/2020 Case 5:19-cv-06226-EJDNgDBDOpped 130-0701 1198

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    - ONgDB 3.5.18
    - ONgDB 3.5.19
    - ONgDB 3.5.22
    - ONgDB 3.5.3
    - ONgDB 3.5.4
    - ONgDB 3.6.0
    - ONgDB 3.6.0.M1
    - ONgDB 3.6.0.M2
    - ONgDB 3.6.0.RC1
    - ONgDB 3.6.1
    - ONgDB 3.6.2

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### Neo4j Desktop vs Neo4j Server

#### Neo4j Graph Platform

stephanie (Stephanie) #1 November 16, 2018, 7:31pm

Do the terms of use for "neo4j Desktop" apply to the ONGDB server which I downloaded under AGPLv3 license? I read the Desktop terms carefully and they refer everywhere to "neo4j Desktop software". Has anybody encountered this issue? I am feeling really stupid for not thinking this through before downloading the Desktop Software, especially as database authentication keeps failing. Before I spend any more time troubleshooting, could someone indicate any features of Desktop that are really worth it (other than UI)? I am planning production, so the license is important to me. Thank you!

andrew.bowman (Andrew Bowman) #2 November 16, 2018, 10:47pm

Hi Stephanie,

You may want to review our **licensing page**. In particular, for Neo4j Desktop:

Neo4j Desktop is the new mission control center for Developers. It's free with registration, and it includes a **free** development license for Enterprise Edition **allowing you to use Neo4j Enterprise on your local desktop for developing applications**.

Basically it's for local development only, Neo4j Desktop isn't intended or licensed for deployment or usage as a server version (we have the server versions of Neo4j Community and Enterprise for that instead). It can freely be used as a client to connect to a separate server deployment, however.

You may want to review the rest of the licensing page, as there are various scenarios which will allow free Neo4j Enterprise usage (see the FAQ for details).



GFI 30(b)(6)
Brad Nussbaum

Ex 36

10/16/2020 D Myers

N4J-GFI 000008

https://community.neo4j.com/t/neo4j-desktop-vs-neo4j-server/3066/print

stephanie (Stephanie) #3 November 17, 2018, 7:27pm

Thanks! I will try to get the Desktop version working a bit longer before I entirely give up!

From: Benjamin Nussbaum (ben@atomrain.com)
To: John Mark Suhy (jmsuhy@purethink.com)
CC: Brad Nussbaum (brad@atomrain.com)

BCC:

Subject: Re: Neo4j Desktop vs Neo4j Server - Neo4j Graph Platform - Neo4j Online Community

Attachments:

**Sent:** 01/09/2019 05:01:28 PM -0800 (PST)

That's unfortunate, but lol that they posted it on the neo4j site.

--

#### Benjamin Nussbaum

President and Chief Technology Officer

AtomRain, Inc.

Phone: (310) 433-9305 Email: ben@atomrain.com

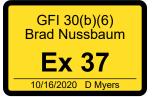
AtomRain | Innovation for a Connected World

On Jan 9, 2019, at 7:45 PM, John Mark Suhy < imsuhy@purethink.com > wrote:

thought you would like this. Someone having issues using ongdb with neo4j-desktop

https://community.neo4j.com/t/neo4j-desktop-vs-neo4j-server/3066





# **EXHIBIT 117**

neo4j / neo4j Sign up Pull requests Projects 💮 Wiki Code Issues Actions Security Pulse

## Modifying the AGPL License by adding restrictions is not allowed #11821

Closed jmsuhy opened this issue May 19, 2018 · 12 comments



#### jmsuhy commented May 19, 2018 • edited

The AGPL license files had a restrictions added to it which I am pretty sure is not allowed by AGPL.

So it seems that you have either just made Neo4j Enterprise closed source - i.e. no longer AGPL - or you've made a mistake and accidentally added restrictions to it.

I am pretty sure the community would like to know what is going on with this.

https://github.com/neo4j/neo4j/blob/3.4/enterprise/serverenterprise/LICENSE.txt

"Commons Clause" License Condition

The Software is provided to you by the Licensor under the License, as defined below, subject to the following condition. Without limiting other conditions in the License, the grant of rights under the License will not include, and the License does not grant to you, the right to Sell the Software. For purposes of the foregoing, "Sell" means practicing any or all of the rights granted to you under the License to provide to third parties, for a fee or other consideration, a product or service that consists, entirely or substantially, of the Software or the functionality of the Software. Any license notice or attribution required by the License must also include this Commons Cause License Condition notice.

2







eebus added the operability label May 21, 2018



#### xizhao commented May 21, 2018

To try to get ahead of any misunderstandings, the AGPL doesn't "disableitself" if exceptions are added from the original licensor. It simply becomes a new license.

The scope of license alteration restrictions (as well as these kinds of restrictions in all OSS licenses) is to disable the ability for "man-in-themiddle" sub-licensing, effectively ensuring that the license grant comes from the original copyright holder no matter how the software is conveyed. However, as the original copyright holder of the codebase is Neo, they can add whatever terms or exceptions best fit their original licensing intent for their commercial product -- the protections in the original AGPL prevents third parties from altering or sub-licensing those terms.

We're not dealing with a copy of the software here -- the whole file is the original license document provided by Neo. Sure it's not the original AGPL, but there's no way I'd call it "Enterprise closed source".

1



#### jmsuhy commented May 22, 2018 • edited

The issue at hand is that you can not add restrictions to AGPL then misguide the community and committers as to what is happening.

Not only does AGPL forbid this, it is not fair to committers and the community as a whole.

If your intention was to keep Neo4j free and open, then you should know your restrictions are not allowed by AGPL and we can continue the 'debate' in that direction.

I think you should be upfront with the community that helped make Neo4j what it is today.

1



digitalstain commented May 22, 2018

Neo4j is a broad church. We have to balance the interests of our amazing community, our customers and the company too. We've done a lot of thinking about how to best align those interests in our licensing and made a choice to add the Commons Clause to the AGPL license. We think this is the best way we can ensure the long term viability of neo4j as both an open source project and as a commercial endeavour to keep that open source flowing.

Github issues probably aren't the best place to have detailed licensing discussions, and much as we appreciate the input and enthusiasm of the participants we're going to close it now. This is clearly deserving of a longer piece on why the license is changing and we'll get that published as soon as we can.

Thanks to everyone for sharing your views!

1

3 4



digitalstain closed this May 22, 2018

digitalstain referenced this issue May 22, 2018



Jpdates enterprise LICENSE.txt and NOTICE.txt ...

6558e5e



#### Zappes commented Aug 23, 2018

I would expect the text of a a License to be subject to copyright, and the author probably has the right to forbid changes to the text. Without being a legal expert, I can't say if you may perhaps be allowed to copy the AGPL, add your clause and use the license under a different name like Neo4jPL - but I am quite sure that you can't change the text and re-publish it using the same name, i.e. "AGPL".

2



akhmerov commented Aug 23, 2018

@Zappes it's more strict than it just being not allowed to call the license

## Modifying the AGPL License by adding restrictions is not allowed $\cdot$ Issue #11821 $\cdot$ neo4j/neo4j $\cdot$ GitHub Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20

Page 981 of 1198

AGPL. The header of AGPL clearly states that modifying it is a violation of the FSF copyright:

Copyright (C) 2007 Free Software Foundation, Inc. http://fsf.org/ Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Therefore even using significant parts of AGPL is a copyright violation.

8



#### Ismith77 commented Aug 23, 2018

also whatever the copyright situation might be, its important to communicate clearly, which I think is what the issue creator is asking for. if you want to use the AGPL, then use it without modification. if you want a mix of the AGPL and common clause, then make sure you do so in a clear and transparent manner.

6



#### greve commented Aug 23, 2018

I've given my take on the Commons Clause at https://twitter.com/ggreve/status/1032520322170462208 and https://twitter.com/ggreve/status/1032657522400866305.

TL;DR: This turns anything licensed under it into proprietary software with a very vague, wide reaching license that establishes serious legal liability for all developers and users. It is the end of the commons that is formed by an Open Source community, project and companies.

I assume the CLA will cover this, but at the very least I would assume developers did not expect a

"Haha, we're taking this proprietary and by the way we're reserving the right to sue you in case you work with Neo4j professionally"

kind of move when they signed the CLA.

Yet that is precisely what this change seems to represent.

3



#### jmsuhy commented Aug 24, 2018

I wanted to chime in too. When the ticket was closed the way it was, I just gave up on it.

@greve , the other companies who adopted the 'commons clause' do not have AGPL licenses like Neo4j adopted for the enterprise edition, and which the clause was added to.

The other companies who adopted this 'commons clause' have non GPL licenses.

Redis: BSD

dGraph: Apache 2

The AGPL license states: If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term.

We contacted the free software foundation as well, I made sure to do my homework before submitting the original ticket.

Neo's intentions around this clause seem obvious to me. Their government sales team have already been trying to scare agencies from using neo4j enterprise under the open source license by referencing the commons clause. I'll write a blog post on this since most are not aware of some of this behavior.

I started working with the guys from GraphGrid on a way of ensuring Neo4j stays free and open to the community.

We already formed a non-profit called the GraphFoundation (https://graphfoundation.org), with an apache like governance model, which ensures no single company or person(s) control the future direction.

We invite the community to help us with this 'labor of love'.

I have nothing but respect for what Neo has built, they have a very talented team!

If more people call them out on this behavior, maybe things can change and they can embrace open source and support the community that made them who they are.

Just my 2 cents...

11



m jmsuhy mentioned this issue Sep 10, 2018

icense additions ineffective #12027



MrBerg added a commit to MrBerg/neo4j that referenced this issue Oct 15, 2018



Mention Commons Clause more in README

Verified 205a00a



MrBerg mentioned this issue Oct 15, 2018

Mention Commons Clause once more in README #12052





belarm commented Nov 4, 2018

"Github issues probably aren't the best place to have detailed licensing discussions"

Then where is, exactly?



heathermeeker commented Nov 13, 2018

The provision in AGPL about removing restrictions (Section 7) does not conflict with Commons Clause, if the author of the AGPL code applies Commons Clause. There may seem to be a conflict, but only when Section 7 is read out of context.

In AGPL, "you" refers to the recipient of the code, in other words, the licensee. (See Section 0, which says, "Each licensee is addressed as "you".") Section 7 is about what terms recipients -- meaning licensees -- of AGPL code can and cannot add when they redistribute the code to others. Section 7 starts by saying, "When you convey a copy of a covered work, you may at your option..." The entire Section was written to govern the actions of licensees only. The "conflicting" clause in Section 7 says, "If the

Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term." This is not a limitation on the licensor, who is not referred to as "you" anywhere in the document.

To be clear, I represent Neo4j and I am responding on behalf of Neo4j at their request.

2



akhmerov commented Nov 13, 2018 • edited

@heathermeeker can you please also comment on the statement in the preface of AGPL:

Copyright (C) 2007 Free Software Foundation, Inc. http://fsf.org/ Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

In your opinion, does the addition of the commons clause constitute a violation of FSF copyright? If not, can you please explain why?

Regarding the clause in Section 7: in your opinion, does "this License" refer to AGPL or AGPL + commons clause? The latter seems to contradict the definition in Section 0.

If "this License" does indeed refer to AGPL alone, do you disagree that Section 7 permits the licensees to remove the commons clause?

To me it seems to be the case because: the program as you (the licensee) received it contains contains a notice (the notice at the header of the document) stating that it is governed by this License along with a term that is a further restriction (commons clause) you may remove that term.

Please let me know what this interpretation misses.

3



belarm commented Nov 23, 2018

Granted in all cases, but I believe you've missed something: "If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a

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From: Bob Trudeau (btrudeau)

To: Graph Foundation Admin

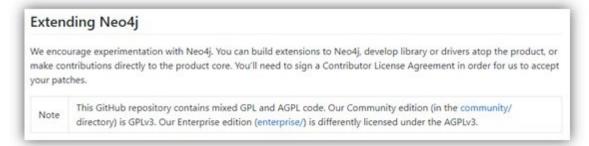
Subject: Re: GraphStack Neo4j Question

Date: Tuesday, July 17, 2018 11:55:17 AM

Hi GF,

Thanks for the information. Unfortunately, my head is swimming with licenses and terminology.

When you say "ONgDB – this is a fully AGPL fork of the open source Neo4j Github repository" what does AGPL mean? Is that AGPLv3 ("GNU AFFERO GENERAL PUBLIC LICENSE Version 3, 19 November 2007") from the FSF? Is that the same AGPLv3 license referenced below regarding Neo4j Enterprise from the Neo4j Github repository (<a href="https://github.com/neo4j/neo4j">https://github.com/neo4j/neo4j</a>) albeit with the "additional sections" you mentioned?



Essentially, I want to be able to provide the Micron Legal department with the most-correct licensing information so that they can perform their due diligence regarding liability and exposure. If there is a "non-shield" option that would be preferable. Otherwise Micron would simply be trading one commercial license with Neo4j for another commercial license with another provider such as GraphGrid, correct?

When I feel like I have more of the licensing basics in-hand and have specific questions to ask (so I don't waste your time answering questions that I could have answered online) I may want to take you up on your offer of a phone call.

#### Thanks,

#### **Bob Trudeau**

Enterprise Architect IT Enterprise Analytics & Data Micron Technology, Inc. Office +1 (916) 458-3277 btrudeau@micron.com

From: Graph Foundation Admin [mailto:admin@graphfoundation.org]

**Sent:** Monday, July 16, 2018 6:53 AM

To: Bob Trudeau (btrudeau) <br/> <br/> <br/> btrudeau@micron.com>

**Subject:** [EXT] Re: GraphStack Neo4j Question

Hi Bob,

CONFIDENTIAL GFI000284

I received your question from iGov. We're consolidating support of the open source neo4j graph database distributions under a non-profit organization: Graph Foundation www.graphfoundation.org

I can help you answer your questions.

The naming you'll see for the build on the foundation site is ONgDB - this is a fully AGPL fork of the open source Neo4j Github repository with all restrictive marks from Neo4j, Inc. removed. We've taken the necessary steps make sure we keep the repository fully AGPL which is the license that Neo4j, Inc has released it under, but then added additional sections to the AGPL license, which in our conversations with FSF (Free Software Foundation) is not legal to do when using the AGPL license.

If you are looking for a full shield of liability, we recommend using one of our supporters such as GraphGrid. I can put you in contact with them if that full shield is of interest.

If it makes sense to have a call or if you have specific references that would help your organization assess the validity of it, please let us know and we can try to accommodate.

Thanks You, GF

----- Forwarded message -----

From: **Bob Trudeau (btrudeau)** < <u>btrudeau@micron.com</u>>

Date: Wed, Jul 11, 2018 at 11:47 AM Subject: GraphStack Neo4j Question

To: info@igovsol.com <info@igovsol.com>

To: iGov Information (info@igovsol.com) From: Bob Trudeau (Micron Technology, Inc.)

Date: Wednesday, July 11, 2018

I am currently evaluating potential Neo4j options other than a commercial license. The availability of a free, opensource version of Neo4j Enterprise from GraphStack is of obvious interest.

As an employee of Micron I need to ensure that I am operating with integrity and complying with all legal requirements in the procurement and use of software such as Neo4j.

What references and/or other information can GraphStack provide to assist me in confirming the legality of the GraphStack Neo4j Enterprise software?

Regards,

**Bob Trudeau** Enterprise Architect IT Enterprise Analytics & Data

CONFIDENTIAL GFI000285 Micron Technology, Inc. Office +1 (916) 458-3277 btrudeau@micron.com

**CONFIDENTIAL** GFI000286 From: Keshav Nagpal (Keshav@gravityilabs.com)
To: John Mark Suhy (jmsuhy@igovsol.com)
CC: Lewis Lu (Lewis@gravityilabs.com)

BCC:

**Subject:** RE: Neo4j Pricing

Attachments:

**Sent:** 12/05/2018 09:27:00 PM -0800 (PST)

Thanks for your response John,

I'm working with neo4j 3.4.9 Enterprise on my desktop

And we want to host this on Azure, But can we use this DB to support our commercial software without making it open source,

#### I found this on ONGDB Github repo

This GitHub repository contains mixed GPL and AGPL code. Our Community edition (in the community/ directory) is GPLv3. Our Enterprise edition (enterprise/) is differently licensed under the AGPLv3.

source: https://github.com/GraphFoundation/ongdb

<u>@Lewis Lu</u> can you please take a look at this, and see if we can host this without any license issues.

From: John Mark Suhy <jmsuhy@igovsol.com> Sent: Wednesday, December 5, 2018 7:09 PM To: Keshav Nagpal <Keshav@gravityilabs.com>

Subject: Re: Neo4j Pricing

Hello Keshav,

Sure, I can give some guidance. Just so you know ONgDB 3.5 will be out soon as well.

Neo4j removed the enterprise code from the 3.5 codebase, but the ONgDB team took the code before the move and has been working on updating the open enterprise module.

You may also want to look at GraphGrid (<a href="http://graphgrid.com">http://graphgrid.com</a>)

What version are you currently working with?

On Tue, Dec 4, 2018, 10:50 PM Keshav Nagpal < <a href="mailto:Keshav@gravityilabs.com">Keshav@gravityilabs.com</a> wrote:

Hi John,

I read your article, it was very informative

But recently Neo4j changed their licensing structure

Neo4j Enterprise : Solely on Commercial license

Neo4j Community: GPLv3

We are building one module to be added to our product That module uses neo4j db, We'll be hosting everything on Azure

Can you help us figure out how can we use Neo4j with BYOL model for the license of neo4j on azure.

thanks

From: Michael Smolyak
To: Brad Nussbaum

Cc: <u>John Mark Suhy; Shahak Nagiel</u>
Subject: OngDB release schedule

**Date:** Wednesday, January 22, 2020 1:10:56 PM

Hello Brad,

I work with Shahak Nagiel who wrote to you earlier regarding the possibility of using OngDB instead of the enterprise edition of Neo4j.

I am currently leading the Graph Database team responsible for deploying an OngDB-based solution into production.

I saw that Neo4j version 4.0 was recently released and wanted to inquire into your foundation's plans to release the corresponding version of OngDB.

Is it in the plans? If so, what is the time frame for such a release?

Thank you,

Michael



#### Michael Smolyak

Principal Engineer
w (443) 545-3109 | c (443) 739-9200
michael.smolyak@nextcentury.com

2701 Technology Drive, Suite 100 | Annapolis Junction, MD 20701 main: 443.545.3100 | fax: 240.456.0010 | www.nextcentury.com



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Ex 28

10/16/2020 D Myers

GFI 30(b)(6)

CONFIDENTIAL GFI000047

### Unable to connect to Neo4J/ONgDB Browser when port forwarding

Asked 7 months ago Active 7 months ago Viewed 115 times



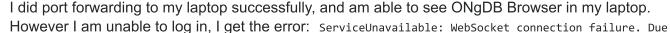
I am running the ONgDB container as per their Docker run command.

I have tested this locally on my laptop and it worked before, I was able to navigate to the graph browser and log in.



0

Now I am running this Graph in a server.





to security constraints in your web browser, the reason for the failure is not available to this Neo4j Driver. Please use your browsers development console to determine the root cause of the failure. Common reasons inc...

I found Neo4J article on how to resolve it.

I entered the ONgDB container filesystem and opened the .conf file, but there was no line to uncomment.

I tried to add the suggested line dbms.connector.bolt.address=0.0.0.0:7687 but it does not work as well.

How can I enable ONgDB Docker container for remote access?

neo4j

asked Feb 18 at 4:10 cryanbhu 834 7 15

#### 1 Answer



I figured out the problem, in Neo4J/ONgDB browser, it fills the database host with <code>localhost</code> by default.

You just have to fill it in with the server's IP there and it works.



Also, you can connect using a desktop Neo4J/ONgDB browser to a remote graph, its just like a database (RDBMS) where you can connect to it from a client running locally.

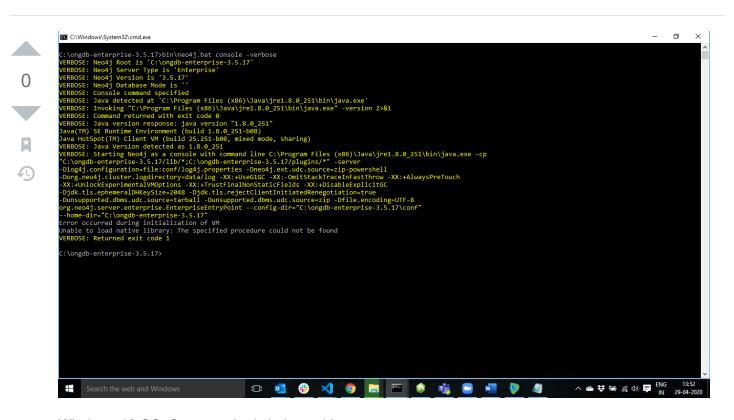
answered Feb 18 at 5:05 cryanbhu 834 7 15

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### ONgDB neo4j not starting up

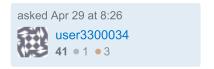
6/10/2020

Asked 1 month ago Active 1 month ago Viewed 16 times



Windows 10 OS. Can somebody help on this.

neo4j



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### Gremlin-server not starting with ongdb

Asked 7 months ago Viewed 92 times



I am trying to start the Gremlin server with ONgDB. I am using Gremlin Server (v3.4.0) and ONgDB (v3.2.3). Following the conf changes, I made

0

#### neo4j-empty.properties



```
gremlin.graph=org.apache.tinkerpop.gremlin.neo4j.structure.Neo4jGraph
gremlin.neo4j.directory=/home/rgupta/Documents/Gremlin-db/neo4j.server1
gremlin.neo4j.conf.ha.server_id=1
gremlin.neo4j.conf.ha.initial_hosts=localhost:5001\,localhost:5002\,localhost:5003
gremlin.neo4j.conf.ha.host.coordination=localhost:5001
gremlin.neo4j.conf.ha.host.data=localhost:6001
```

#### gremlin-server-neo4j.yaml

```
host: localhost
port: 8182
scriptEvaluationTimeout: 30000
channelizer: org.apache.tinkerpop.gremlin.server.channel.WebSocketChannelizer
graphs: {
  graph: conf/neo4j-empty.properties}
scriptEngines: {
  gremlin-groovy: {
    plugins: { org.apache.tinkerpop.gremlin.server.jsr223.GremlinServerGremlinPlugin:
{},
               org.apache.tinkerpop.gremlin.neo4j.jsr223.Neo4jGremlinPlugin: {},
               org.apache.tinkerpop.gremlin.jsr223.ImportGremlinPlugin: {classImports:
[java.lang.Math], methodImports: [java.lang.Math#*]},
               org.apache.tinkerpop.gremlin.jsr223.ScriptFileGremlinPlugin: {files:
[scripts/empty-sample.groovy]}}}}
serializers:
  - { className: org.apache.tinkerpop.gremlin.driver.ser.GryoMessageSerializerV3d0,
config: { ioRegistries:
[org.apache.tinkerpop.gremlin.tinkergraph.structure.TinkerIoRegistryV3d0] }}
# application/vnd.gremlin-v3.0+gryo
  - { className: org.apache.tinkerpop.gremlin.driver.ser.GryoMessageSerializerV3d0,
config: { serializeResultToString: true }}
# application/vnd.gremlin-v3.0+gryo-stringd
  - { className: org.apache.tinkerpop.gremlin.driver.ser.GraphSONMessageSerializerV3d0,
config: { ioRegistries:
[org.apache.tinkerpop.gremlin.tinkergraph.structure.TinkerIoRegistryV3d0] }}
application/json
  - { className: org.apache.tinkerpop.gremlin.driver.ser.GraphBinaryMessageSerializerV1
# application/vnd.graphbinary-v1.0
processors:
  - { className: org.apache.tinkerpop.gremlin.server.op.session.SessionOpProcessor,
config: { sessionTimeout: 28800000 }}
  - { className: org.apache.tinkerpop.gremlin.server.op.traversal.TraversalOpProcessor,
config: { cacheExpirationTime: 600000, cacheMaxSize: 1000 }}
metrics: {
```

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```
9/26/2019
```

```
slf4jReporter: {enabled: true, interval: 180000}}
strictTransactionManagement: false
idleConnectionTimeout: 0
keepAliveInterval: 0
maxInitialLineLength: 4096
maxHeaderSize: 8192
maxChunkSize: 8192
maxContentLength: 65536
maxAccumulationBufferComponents: 1024
resultIterationBatchSize: 64
writeBufferLowWaterMark: 32768
writeBufferHighWaterMark: 65536
ssl: {
    enabled: false}
```

At the time of running the gremlin server, I get the following error:

```
[INFO] GremlinServer - 3.4.0
         /ررر\
         (0\ 0)
----0000-(3)-0000----
[INFO] GremlinServer - Configuring Gremlin Server from conf/gremlin-server-neo4j.yaml
[INFO] MetricManager - Configured Metrics ConsoleReporter configured with report
interval=180000ms
[INFO] MetricManager - Configured Metrics CsvReporter configured with report
interval=180000ms to fileName=/tmp/gremlin-server-metrics.csv
[INFO] MetricManager - Configured Metrics JmxReporter configured with domain= and
agentId=
[INFO] MetricManager - Configured Metrics Slf4jReporter configured with
interval=180000ms and
loggerName=org.apache.tinkerpop.gremlin.server.Settings$S1f4jReporterMetrics
[WARN] DefaultGraphManager - Graph [graph] configured at [conf/neo4j-empty.properties]
could not be instantiated and will not be available in Gremlin Server. GraphFactory
message: GraphFactory could not find
[org.apache.tinkerpop.gremlin.neo4j.structure.Neo4jGraph] - Ensure that the jar is in
the classpath
java.lang.RuntimeException: GraphFactory could not find
[org.apache.tinkerpop.gremlin.neo4j.structure.Neo4jGraph] - Ensure that the jar is in
the classpath
org.apache.tinkerpop.gremlin.structure.util.GraphFactory.open(GraphFactory.java:63)
org.apache.tinkerpop.gremlin.structure.util.GraphFactory.open(GraphFactory.java:104)
org.apache.tinkerpop.gremlin.server.util.DefaultGraphManager.lambda$new$0(DefaultGraphMana
    at java.util.LinkedHashMap$LinkedEntrySet.forEach(LinkedHashMap.java:671)
   at org.apache.tinkerpop.gremlin.server.util.DefaultGraphManager.<init>
(DefaultGraphManager.java:55)
   at sun.reflect.NativeConstructorAccessorImpl.newInstance0(Native Method)
sun.reflect.NativeConstructorAccessorImpl.newInstance(NativeConstructorAccessorImpl.java:6
sun.reflect.DelegatingConstructorAccessorImpl.newInstance(DelegatingConstructorAccessorImp
   at java.lang.reflect.Constructor.newInstance(Constructor.java:423)
   at org.apache.tinkerpop.gremlin.server.util.ServerGremlinExecutor.<init>
```

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```
Case 5:19-cv-06226-EJD python commented a flot startified the distributed with a flot of the commented as a flot startified the distributed and the commented as a flow of the commente
  [INFO] ServerGremlinExecutor - Initialized Gremlin thread pool. Threads in pool named
  with pattern gremlin-*
  Exception in thread "main" java.lang.IllegalStateException:
  java.lang.ClassNotFoundException:
  org.apache.tinkerpop.gremlin.neo4j.jsr223.Neo4jGremlinPlugin
         at
  org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor.initializeGremlinScriptEngineMa
         at org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor.<init>
  (GremlinExecutor.java:108)
         at org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor.<init>
  (GremlinExecutor.java:77)
  org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor$Builder.create(GremlinExecutor.
         at org.apache.tinkerpop.gremlin.server.util.ServerGremlinExecutor.<init>
  (ServerGremlinExecutor.java:128)
         at org.apache.tinkerpop.gremlin.server.GremlinServer.<init>(GremlinServer.java:122)
         at org.apache.tinkerpop.gremlin.server.GremlinServer.<init>(GremlinServer.java:86)
         at org.apache.tinkerpop.gremlin.server.GremlinServer.main(GremlinServer.java:345)
  Caused by: java.lang.ClassNotFoundException:
  org.apache.tinkerpop.gremlin.neo4j.jsr223.Neo4jGremlinPlugin
         at java.net.URLClassLoader.findClass(URLClassLoader.java:381)
         at java.lang.ClassLoader.loadClass(ClassLoader.java:424)
         at sun.misc.Launcher$AppClassLoader.loadClass(Launcher.java:349)
         at java.lang.ClassLoader.loadClass(ClassLoader.java:357)
         at java.lang.Class.forNameO(Native Method)
         at java.lang.Class.forName(Class.java:264)
 org.apache.tinkerpop.gremlin.groovy.engine.GremlinExecutor.initializeGremlinScriptEngineMa
         ... 7 more
  [INFO] OpLoader - Adding the standard OpProcessor.
  [INFO] OpLoader - Adding the session OpProcessor.
  [INFO] OpLoader - Adding the traversal OpProcessor.
  [INFO] GremlinServer - Shutting down OpProcessor[]
  [INFO] GremlinServer - Shutting down OpProcessor[session]
  [INFO] GremlinServer - Shutting down OpProcessor[traversal]
  [INFO] GremlinServer - Shutting down thread pools.
  Exception in thread "gremlin-server-shutdown" java.lang.NullPointerException
        at org.apache.tinkerpop.gremlin.server.GremlinServer.stop(GremlinServer.java:255)
 org.apache.tinkerpop.gremlin.server.GremlinServer.lambda$new$0(GremlinServer.java:103)
         at java.lang.Thread.run(Thread.java:748)
I also tried ONgdb (neo4j) with different gremlin server versions like v3.3.0 and v3.3.1
```

python neo4i gremlin-server

> edited Feb 27 at 15:27 Radostin Nanov

asked Feb 21 at 8:41 Ravindra Gupta **368** 1 20

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## Loading large cypher file in Neo4J

Asked 7 months ago Active 7 months ago Viewed 196 times



I'm having some difficulty loading a Cypher file into Neo4J in Windows 10. The file in question is a 175 Mb .cql file filled with more than a million lines of nodes and edges (separated by semicolons) in the Cypher language -- CREATE [node], that sort of thing. For smaller items, I have been using an APOC command in the web browser:



call apoc.cypher.runFile('file:///<file path>')



but this is too slow for a million+ query file. I've created indexes for the nodes, and am currently running it through a command:

```
neo4j-shell -file <file path> -path localhost
```

but this is still slow. I was wondering, is there any way to speed up the intake?

Also, note that I am using an recent ONGDB build, rather than straight Neo4J; I do not believe this will make any substantial difference.

performance neo4j cypher

https://stackoverflow.com/questions/54224244/loading-large-cypher-file-in-neo4j

edited Jan 16 at 20:14

asked Jan 16 at 19:45 tq343 45 • 8

#### 2 Answers

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2

If you are ingesting into a new neo4j DB, you should consider refactoring the data out of it and using the <u>import command of neo4j-admin</u> tool to efficiently ingest the data.



If you are ingesting into an existing DB, you should consider refactoring the data and logic out of the CQL file and using LOAD CSV.

answered Jan 16 at 20:50





I ended up ingesting it using cypher-shell. It's still slow, but at least it does finish. Using it requires one to first open a Neo4J console then, in a second command line, use:





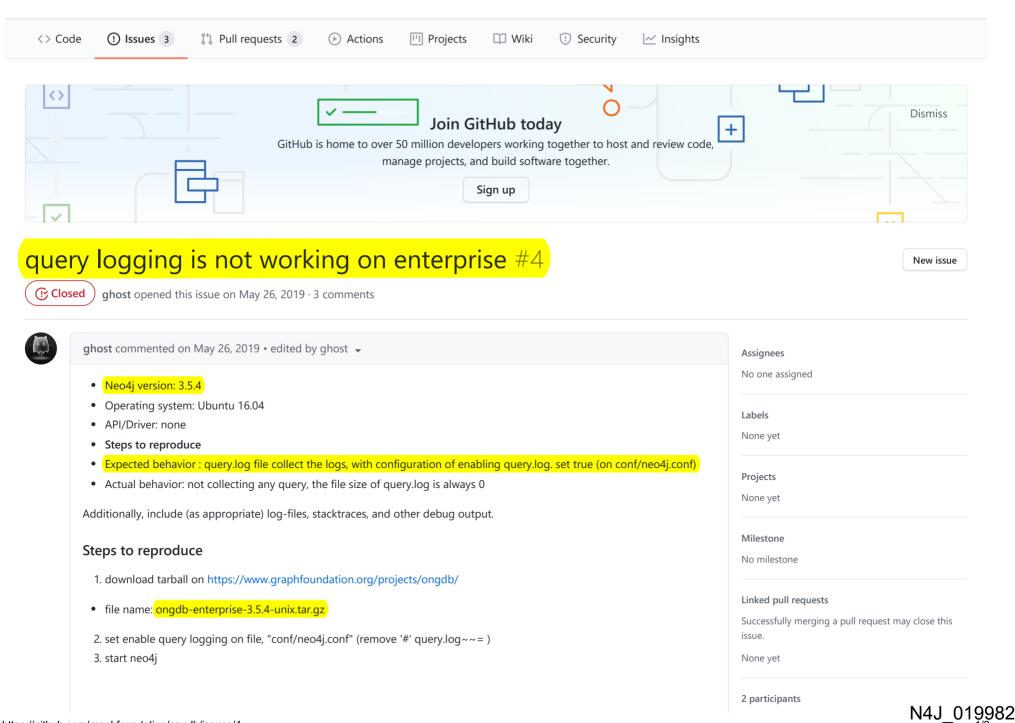
type <filepath>\data.cql | bin\cypher-shell.bat -a localhost -u <user> -p <password> -fail-at-end

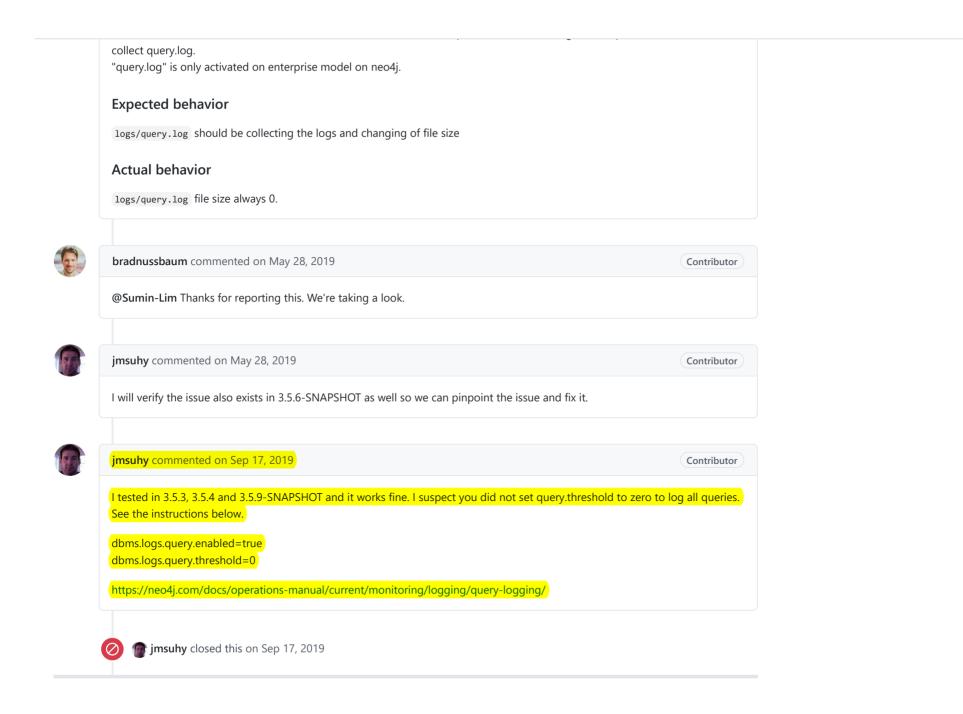


This works for Windows 10, although it does take a while.

answered Jan 22 at 14:56







# EXHIBIT 126 REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

From: John Mark Suhy (jmsuhy@egovsol.com)

To: Dunn Michael C (Michael.C.Dunn@irs.gov)

CC: Manoharan Linkavan [Contractor] (Linkavan.Manoharan@irs.gov), Rosenmerkel Lisa S

(Lisa.S.Rosenmerkel@irs.gov), Weng Guoqing [Contractor] (Guoqing.Weng@irs.gov)

BCC:

**Subject:** Re: transition risk question from our ckge neo4j 3.3.2 to ONgdb

Attachments:

**Sent:** 08/13/2018 12:13:46 PM -0700 (PST)

That sounds good.

Lisa,

I am confident that upgrading to ONgDB 3.4.x for the launch is the smart move for a number of reasons.

We actually prefer to support you on the newest 3.4.x ONgDB versions.

We have been testing the platform with the newest 3.4.x versions within for quite some time as well - switching between 3.3.x and 3.4.x distributions does not require any changes to the platform.

Also, it is trivial to flip between 3.3 and 3.4 versions in the future as well.

ONgDB open source licenses come directly from the Graph Foundation as well, not from Neo4j Inc, which is a huge benefit based on their past behavior.

The upgrade would be a low risk move in our opinion.

We can talk more if you wish this week anytime.

Thank you,

John Mark

On Mon, Aug 13, 2018 at 12:12 PM Dunn Michael C < Michael.C.Dunn@irs.gov> wrote:

Thanks John Mark. Making sure Lisa is looped in on this, and ask her if we're ok to go ahead and just use ONgDB from now on in the CKGE environment. Let's just hold with 3.3.2 until we get clearance from Lisa.

\_\_\_\_\_

Michael C. Dunn

Data Management Division/Planning and Analysis

Research, Applied Analytics, and Statistics

From: John Mark Suhy [mailto:jmsuhy@egovsol.com]

#### Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 1013 of 1198

Sent: Monday, August 13, 2018 11:58 AM
To: Dunn Michael C < Michael.C.Dunn@irs.gov >
Cc: Manoharan Linkavan [Contractor] < Linkavan.Manoharan@irs.gov >; Rosenmerkel Lisa S
< <u>Lisa.S.Rosenmerkel@irs.gov</u> >; Weng Guoqing [Contractor] < <u>Guoqing.Weng@irs.gov</u> >
Subject: Re: transition risk question from our ckge neo4j 3.3.2 to ONgdb
I think we should use ONgDB 3.4.x for the launch. It has a lot of performance enhancements over 3.3.x
We have been testing everything with the 3.3.x and 3.4.x versions, so we know the platform works great with both.
On Mon, Aug 13, 2018 at 8:55 AM Dunn Michael C < Michael.C.Dunn@irs.gov> wrote:
Hi John Mark,
Would it be easier to go ahead and use ONgDB now in CKGE or wait and deploy CKGE with Neo4j 3.3.2 we have, ar then later transition to ONgDB?
We do not want to move to Neo4j 3.4.x AGPL.
Michael C. Dunn
<u>Data Management Division</u> /Planning and Analysis
Research, Applied Analytics, and Statistics
John Mark Suhy
eGovernment Solutions Inc jmsuhy@egovsol.com
703-862-7780 https://egovsol.com
HIDS://eduvsor.com

--

John Mark Suhy eGovernment Solutions Inc jmsuhy@egovsol.com 703-862-7780 https://egovsol.com

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1 PROPOUNDING PARTY: NEO4J, INC. 2 **RESPONDING PARTY: GRAPH FOUNDATION, INC** 3 **DISCOVERY:** REQUEST FOR ADMISSIONS 4 SET NO.: ONE 5 Pursuant to Federal Rule of Civil Procedure 36, Plaintiff Neo4j, Inc. ("Plaintiff") hereby 6 serve their Request for Admissions, Set One, on Graph Foundation Inc. ("GFI" or "Responding 7 Party"). Plaintiff requests that Responding Party respond to the following Request for 8 Admissions, Set One, separately and fully in writing and serve their responses upon Plaintiff 9 within thirty (30) days after service of this Request for Admissions, Set One. Such matters will 10 be deemed admitted unless a written response is timely served upon Plaintiff. Further, Plaintiff 11 request that Responding Party answer the following Request for Admissions, Set One, under oath, 12 within the time requested above, based on all information presently available to Responding 13 Party. 14 Notice is hereby given to Responding Party that if they fail to admit the truth of any 15 matter requested, and the truth of that matter is later proven at trial, Plaintiff will move for an 16 order, pursuant to Federal Rule of Civil Procedure 37(c)(2), requiring Responding Party to 17 reimburse Plaintiff for their reasonable expenses in making that proof, including attorneys' fees 18 and all related costs and expenses. 19 The following Request for Admissions, Set One, are continuing in character and YOUR 20 responses are to be supplemented in accordance with Rule 26(e) of the Federal Rules of Civil 21 Procedure. If after responding to these Request for Admissions, Set One, Responding Party 22 obtains or becomes aware of any further facts or knowledge that would change their responses to 23 these Request for Admissions, Set One, Responding Party is required to supplement their 24 responses as soon as possible.

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1	REQUESTS FOR ADMISSIONS
2	REQUEST FOR ADMISSION NO. 1:
3	Admit that Graph Foundation, Inc. (hereafter referred to as "GFI") does not have a license
4	to use U.S. Trademark Registration No. 4,784,280 for the word mark "NEO4J" (hereafter referred
5	to as the "NEO4J® Mark").
6	REQUEST FOR ADMISSION NO. 2:
7	Admit that GFI owns the domain www.graphfoundation.org.
8	REQUEST FOR ADMISSION NO. 3:
9	Admit that GFI controls the website located at www.graphfoundation.org.
10	REQUEST FOR ADMISSION NO. 4:
11	Admit that GFI has used the phrase "ONgDB – Open Neo4j Enterprise – The Graph
12	Foundation" on its website located at <a href="https://www.graphfoundation.org">www.graphfoundation.org</a> .
13	REQUEST FOR ADMISSION NO. 5:
14	Admit that <b>Exhibit A</b> attached hereto is a true and correct printout of the webpage located
15	at <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> as it existed on September 24, 2019.
16	REQUEST FOR ADMISSION NO. 6:
17	Admit that the webpage located at <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> was
18	titled "ONgDB – Open Neo4j Enterprise – The Graph Foundation" as of September 24, 2019.
19	REQUEST FOR ADMISSION NO. 7:
20	Admit that GFI used the NEO4J® Mark in the title of its webpage
21	https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019.
22	REQUEST FOR ADMISSION NO. 8:
23	Admit that GFI did not have Neo4j, Inc.'s authorization to use the NEO4J® Mark in the
24	title of its webpage <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> as of September 24, 2019.
25	REQUEST FOR ADMISSION NO. 9:
26	Admit that GFI's use of the NEO4J® Mark in the title of its webpage
27	https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019 was unlicensed.
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REQUEST FOR ADMISSION NO. 10:
Admit that GFI's use of the NEO4J® Mark in the title of its webpage
https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019 did not constitute
nominative fair use of the NEO4J® Mark.
REQUEST FOR ADMISSION NO. 11:
Admit that GFI's use of the NEO4J® Mark in the title of its webpage
https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019 infringed the
NEO4J® Mark.
REQUEST FOR ADMISSION NO. 12:
Admit that the statement "ONgDB distributions are licensed under AGPLv3 as a free and
open drop-in replacements of Neo4j Enterprise commercial licensed distributions with the same
version number" made in <b>Exhibit A</b> attached hereto is not 100% accurate.
REQUEST FOR ADMISSION NO. 13:
Admit that <b>Exhibit B</b> is a true and correct printout of Neo4j, Inc.'s Trademark Guidelines
available on its website on September 26, 2019.
REQUEST FOR ADMISSION NO. 14:
Admit that you were aware of Neo4j, Inc.'s Trademark Guidelines in <b>Exhibit B</b> as early
as September 26, 2019.
REQUEST FOR ADMISSION NO. 15:
Admit that the Neo4j, Inc.'s Trademark Guidelines in <b>Exhibit B</b> state they were last
updated on April 3, 2019.
REQUEST FOR ADMISSION NO. 16:
Admit that you were aware of Neo4j, Inc.'s Trademark Guidelines in <b>Exhibit B</b> as early
as April 3, 2019.
REQUEST FOR ADMISSION NO. 17:
Admit that the Neo4j, Inc.'s Trademark Guidelines in <b>Exhibit B</b> were viewable on Neo4j,
Inc.'s website on September 24, 2019.

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#### 1 **REQUEST FOR ADMISSION NO. 18:** 2 Admit that you were aware of Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** as early 3 as September 24, 2019. 4 **REQUEST FOR ADMISSION NO. 19:** 5 Admit that Neo4j, Inc.'s Trademark Guidelines in Exhibit B were attached as an exhibit 6 to Neo4j, Inc.'s Complaint filed on October 1, 2019. 7 **REQUEST FOR ADMISSION NO. 20:** 8 Admit that you have been aware of Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** as 9 least as early as December 26, 2019 when you filed your answer to Neo4j, Inc.'s Complaint. 10 **REQUEST FOR ADMISSION NO. 21:** Admit that GFI's use of the NEO4J® Mark in the title of its webpage attached hereto as 11 12 Exhibit A violated Neo4j, Inc.'s Trademark Guidelines attached hereto as Exhibit B. 13 **REQUEST FOR ADMISSION NO. 22:** 14 Admit that Exhibit C attached hereto is a true and correct printout of the webpage located 15 at https://www.graphfoundation.org/projects/ongdb/ as it existed on June 10, 2020. 16 **REQUEST FOR ADMISSION NO. 23:** 17 Admit that the webpage located at https://www.graphfoundation.org/projects/ongdb/ was 18 titled "ONgDB – Open Neo4j Enterprise – The Graph Foundation" as of June 10, 2020. 19 **REQUEST FOR ADMISSION NO. 24:** 20 Admit that GFI used the NEO4J® Mark in the title of its webpage 21 https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020. 22 **REQUEST FOR ADMISSION NO. 25:** 23 Admit that GFI did not have Neo4j, Inc.'s authorization to use the NEO4J® Mark in the 24 title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020. 25 **REQUEST FOR ADMISSION NO. 26:** 26 Admit that GFI's use of the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020 was unauthorized. 27

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#### 1 **REQUEST FOR ADMISSION NO. 27:** 2 Admit that GFI's use of the NEO4J® Mark in the title of its webpage 3 https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020 did not constitute 4 nominative fair use of the NEO4J® Mark. 5 **REQUEST FOR ADMISSION NO. 28:** 6 Admit that GFI's use of the NEO4J® Mark in the title of its webpage 7 https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020 infringed the NEO4J® 8 Mark. 9 **REQUEST FOR ADMISSION NO. 29:** 10 Admit that the Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** have been in effect since Neo4j, Inc. filed this lawsuit against GFI on October 1, 2019 through the date of these requests. 11 12 **REQUEST FOR ADMISSION NO. 30:** 13 Admit that the Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** were viewable on Neo4j, 14 Inc.'s website as of June 10, 2020. 15 **REQUEST FOR ADMISSION NO. 31:** 16 Admit that GFI's use of the NEO4J® Mark in the title of its webpage 17 https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020 violated Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**. 18 19 **REQUEST FOR ADMISSION NO. 32:** 20 Admit that GFI's use of "neo4j enterprise" in all lower case on its website, 21 www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as 22 Exhibit B. 23 **REQUEST FOR ADMISSION NO. 33:** 24 Admit that GFI's use of "neo4j enterprise" without proper trademark notice on its website, 25 www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as 26 Exhibit B. 27 /// 28 /// 842\3571081.3

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1	REQUEST FOR ADMISSION NO. 34:
2	Admit that GFI's use of "neo4j" in all lower case on its website,
3	www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as
4	Exhibit B.
5	REQUEST FOR ADMISSION NO. 35:
6	Admit that GFI's use of "neo4j" without proper trademark notice on its website,
7	www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as
8	Exhibit B.
9	REQUEST FOR ADMISSION NO. 36:
10	Admit that GFI's use of "Neo4j Enterprise" on its website, www.graphfoundation.org,
11	violates Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B.</b>
12	REQUEST FOR ADMISSION NO. 37:
13	Admit that GFI's use of "Neo4j Enterprise" without proper trademark notice on its
14	website, www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto
15	as Exhibit B.
16	REQUEST FOR ADMISSION NO. 38:
17	Admit that GFI's use of hyperlinks to documents on Neo4j, Inc.'s website violates Neo4j,
18	Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B.</b>
19	REQUEST FOR ADMISSION NO. 39:
20	Admit that GFI's use of hyperlinks to documents on Neo4j Sweden AB's Github source
21	code repository violates Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B.</b>
22	REQUEST FOR ADMISSION NO. 40:
23	Admit that GFI's use of hyperlinks to documents on Neo4j, Inc.'s website does not
24	constitute nominative fair use of the NEO4J® Mark.
25	REQUEST FOR ADMISSION NO. 41:
26	Admit that GFI's use of "neo4j" in hyperlinks to documents on Neo4j, Inc.'s website does
27	not constitute nominative fair use of the NEO4J® Mark.
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#### **REQUEST FOR ADMISSION NO. 42:**

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Admit that GFI's use of hyperlinks to documents on Neo4j Sweden AB's Github source code repository does not constitute nominative fair use of the NEO4J® Mark.

#### **REQUEST FOR ADMISSION NO. 43:**

Admit that GFI's use of "neo4j" in hyperlinks to Neo4j Sweden AB's Github source code repository does not constitute nominative fair use of the NEO4J® Mark.

#### **REQUEST FOR ADMISSION NO. 44:**

Admit that GFI's use of "Neo4j Enterprise" to describe ONgDB violates Neo4j, Inc.'s Trademark Guidelines attached hereto as Exhibit B.

#### **REQUEST FOR ADMISSION NO. 45:**

Admit that GFI's use of "Neo4j Enterprise" to describe ONgDB does not constitute fair use of the NEO4J® Mark.

#### **REQUEST FOR ADMISSION NO. 46:**

Admit that GFI's interchangeable use of "Neo4j Enterprise" with "ONgDB" on GFI's website without proper trademark notices violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

#### **REQUEST FOR ADMISSION NO. 47:**

Admit that GFI's interchangeable use of "Neo4j Enterprise" with "ONgDB" on GFI's website does not constitute nominative fair use of the NEO4J® Mark.

#### **REQUEST FOR ADMISSION NO. 48:**

Admit that GFI's use of "Neo4j Enterprise" on GFI's website without proper trademark notices violates Neo4j, Inc.'s Trademark Guidelines attached hereto as Exhibit B.

#### **REQUEST FOR ADMISSION NO. 49:**

Admit that GFI's use of "Neo4j Enterprise" without proper trademark notices does not constitute nominative fair use of the NEO4J® Mark.

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1	REQUEST FOR ADMISSION NO. 50:
2	Admit that Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B</b> prohibit GF
3	from using the NEO4J® Mark in conjunction with modified open source software based on the
4	Neo4j® graph database platform.
5	REQUEST FOR ADMISSION NO. 51:
6	Admit that Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B</b> prohibit GF
7	from using the NEO4J® Mark in conjunction with advertising its ONgDB software.
8	REQUEST FOR ADMISSION NO. 52:
9	Admit that Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B</b> prohibit GF
10	from calling ONgDB software "Neo4j Enterprise."
11	REQUEST FOR ADMISSION NO. 53:
12	Admit that Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B</b> prohibit GF
13	from describing ONgDB software as "Neo4j Enterprise."
14	REQUEST FOR ADMISSION NO. 54:
15	Admit that GFI used the NEO4J® Mark in <b>Exhibit C</b> .
16	REQUEST FOR ADMISSION NO. 55:
17	Admit that GFI's use of "neo4j" in all lower case in <b>Exhibit C</b> violates Neo4j, Inc.'s
18	Trademark Guidelines attached hereto as <b>Exhibit B.</b>
19	REQUEST FOR ADMISSION NO. 56:
20	Admit that GFI's use of "neo4j" in all lower case in <b>Exhibit</b> C does not constitute
21	nominative fair use of the NEO4J® Mark.
22	REQUEST FOR ADMISSION NO. 57:
23	Admit that GFI's use of "neo4j" in all lower case in <b>Exhibit</b> C infringes the NEO4J®
24	Mark.
25	REQUEST FOR ADMISSION NO. 58:
26	Admit that GFI's use of "neo4j enterprise project" in all lower case in <b>Exhibit C</b> violates
27	Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B.</b>
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1	REQUEST FOR ADMISSION NO. 59:
2	Admit that GFI's use of "neo4j enterprise project" in <b>Exhibit C</b> does not constitute
3	nominative fair use of the NEO4J® Mark.
4	REQUEST FOR ADMISSION NO. 60:
5	Admit that GFI's use of "neo4j enterprise project" in <b>Exhibit C</b> infringes the NEO4J®
6	Mark.
7	REQUEST FOR ADMISSION NO. 61:
8	Admit that GFI's use of "neo4j enterprise" in all lower case in <b>Exhibit C</b> violates Neo4j,
9	Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B.</b>
10	REQUEST FOR ADMISSION NO. 62:
11	Admit that GFI's use of "neo4j enterprise" in <b>Exhibit C</b> does not constitute nominative
12	fair use of the NEO4J® Mark.
13	REQUEST FOR ADMISSION NO. 63:
14	Admit that GFI's use of "neo4j enterprise" in <b>Exhibit C</b> infringes the NEO4J® Mark.
15	REQUEST FOR ADMISSION NO. 64:
16	Admit that <b>Exhibit D</b> attached hereto is a true and correct printout of the
17	README.asciidoc posted GFI's ONgDB source code repository located at www.github.com as i
18	existed on January 17, 2019.
19	REQUEST FOR ADMISSION NO. 65:
20	Admit that GFI used the NEO4J® Mark in <b>Exhibit D</b> .
21	REQUEST FOR ADMISSION NO. 66:
22	Admit that as of January 16, 2019, the README.asciidoc posted GFI's ONgDB source
23	code repository located at www.github.com stated that "Neo4j Enterprise consists of modules
24	from Neo4j Community Edition and modules licensed under AGPLv3 with the Commons Clause
25	in this repository, and other closed sourced components not present in this repository."
26	REQUEST FOR ADMISSION NO. 67:
27	Admit that as of January 16, 2019, the README.asciidoc posted GFI's ONgDB source

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code repository located at www.github.com stated that "When packaged as a binary, Enterprise

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Edition includes additional closed-source components not available in this repository and
requires a commercial license from Neo4j Sweden AB or one of its affiliates."
REQUEST FOR ADMISSION NO. 68:
Admit that as of January 16, 2019, the README.asciidoc posted GFI's ONgDB source
code repository located at www.github.com stated "Neo4j: Graphs for Everyone."
REQUEST FOR ADMISSION NO. 69:
Admit that GFI did not have Neo4j, Inc.'s authorization to use the NEO4J® Mark in the
heading "Neo4j: Graphs for Everyone" in the README.asciidoc posted GFI's ONgDB source
code repository located at www.github.com.
REQUEST FOR ADMISSION NO. 70:
Admit that GFI's prior use the NEO4J® Mark in the heading "Neo4j: Graphs for
Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at
www.github.com did not constitute nominative fair use of the NEO4J® Mark.
REQUEST FOR ADMISSION NO. 71:
Admit that GFI's prior use the NEO4J® Mark in the heading "Neo4j: Graphs for
Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at
www.github.com was unlicensed.
REQUEST FOR ADMISSION NO. 72:
Admit that GFI's prior use the NEO4J® Mark in the heading "Neo4j: Graphs for
Everyone" in GFI's source code repository located at www.github.com infringed the NEO4J®
Mark.
REQUEST FOR ADMISSION NO. 73:
Admit that <b>Exhibit E</b> attached hereto is a true and correct printout of the
README.asciidoc posted GFI's ONgDB source code repository located at www.github.com as
existed on September 25, 2019.
REQUEST FOR ADMISSION NO. 74:
Admit that GFI used the NEO4J® Mark in <b>Exhibit E</b> .
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#### **REQUEST FOR ADMISSION NO. 75:**

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Admit that as of September 25, 2019, the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com stated "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone."

#### **REQUEST FOR ADMISSION NO. 76:**

Admit that GFI did not have Neo4j, Inc.'s authorization to use the NEO4J® Mark in the heading "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone" in GFI's source code repository located at www.github.com.

#### **REQUEST FOR ADMISSION NO. 77:**

Admit that GFI's use the NEO4J® Mark in the heading "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone" in GFI's source code repository located at www.github.com did not constitute nominative fair use of the NEO4J® Mark.

#### **REQUEST FOR ADMISSION NO. 78:**

Admit that GFI's use the NEO4J® Mark in the heading "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com was unlicensed.

#### **REQUEST FOR ADMISSION NO. 79:**

Admit that GFI's use the NEO4J® Mark in the heading "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com infringed the NEO4J® Mark.

#### **REQUEST FOR ADMISSION NO. 80:**

Admit that prior to releasing ONgDB version 3.6, GFI did not use its own support documentation for ONgDB software.

#### **REQUEST FOR ADMISSION NO. 81:**

Admit that prior to releasing ONgDB version 3.6, GFI relied upon Neo4j, Inc.'s official documentation.

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PLAINTIFF NEO4J INC.'S REQUEST FOR ADMISSION, SET ONE, TO DEFENDANT GRAPH FOUNDATION INC. CASE NO. 5:19-CV-06226-EJD

#### **REQUEST FOR ADMISSION NO. 82:**

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Admit that prior to releasing ONgDB version 3.6, GFI used hyperlinks on its website, <a href="www.graphfoundation.org">www.graphfoundation.org</a>, which redirected users to Neo4j, Inc.'s official documentation for Neo4j® software.

#### **REQUEST FOR ADMISSION NO. 83:**

Admit that prior to releasing ONgDB version 3.6, GFI used hyperlinks on its source code repository located at <a href="www.github.com">www.github.com</a>, which redirected users to Neo4j, Inc.'s official documentation for Neo4j® software.

#### **REQUEST FOR ADMISSION NO. 84:**

Admit that as of September 24, 2019, GFI's README.asciidoc posted on GFI's ONgDB source code repository located at <a href="www.github.com">www.github.com</a> contained a hyperlink, "Neo4j documentation," which redirected users to <a href="https://github.com/neo4j/neo4j-documentation">https://github.com/neo4j/neo4j-documentation</a>.

#### **REQUEST FOR ADMISSION NO. 85:**

Admit that **Exhibit F** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.4.9 as it existed on September 24, 2019.

#### **REQUEST FOR ADMISSION NO. 86:**

Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 3.4.9 attached hereto as **Exhibit F**.

#### **REQUEST FOR ADMISSION NO. 87:**

Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit F** redirected users to <a href="https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog">https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog</a>.

#### **REQUEST FOR ADMISSION NO. 88:**

Admit that as of September 24, 2019, the phrase "Look for 3.4 Developer manual here" on GFI's webpage for ONgDB version 3.4.9 contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/developer-manual/current/">http://neo4j.com/docs/developer-manual/current/</a>.

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PLAINTIFF NEO4J INC.'S REQUEST FOR ADMISSION, SET ONE, TO DEFENDANT GRAPH FOUNDATION INC. CASE NO. 5:19-CV-06226-EJD

#### **REQUEST FOR ADMISSION NO. 89:**

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Admit that as of September 24, 2019, the phrase "3.4 Operations manual here" on GFI's webpage for ONgDB version 3.4.9 contained a hyperlink in the word "here" that redirected users to http://neo4j.com/docs/operations-manual/current/.

#### **REQUEST FOR ADMISSION NO. 90:**

Admit that **Exhibit G** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.4.11 as it existed on September 24, 2019.

#### **REQUEST FOR ADMISSION NO. 91:**

Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 3.4.11 attached hereto as **Exhibit G**.

#### **REQUEST FOR ADMISSION NO. 92:**

Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit G** redirected users to <a href="https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog">https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog</a>.

#### **REQUEST FOR ADMISSION NO. 93:**

Admit that as of September 24, 2019, the phrase "Look for 3.4 Developer manual here" on GFI's webpage for ONgDB version 3.4.11 contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/developer-manual/current/">http://neo4j.com/docs/developer-manual/current/</a>.

#### **REQUEST FOR ADMISSION NO. 94:**

Admit that as of September 24, 2019, the phrase "3.4 Operations manual here" on GFI's webpage for ONgDB version 3.4.11 contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/operations-manual/current/">http://neo4j.com/docs/operations-manual/current/</a>.

#### **REQUEST FOR ADMISSION NO. 95:**

Admit that **Exhibit H** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.4.12 as it existed on September 24, 2019.

#### **REQUEST FOR ADMISSION NO. 96:**

Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 3.4.12 attached hereto as **Exhibit H**.

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#### **REQUEST FOR ADMISSION NO. 97:**

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Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit H** redirected users to https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog.

#### **REQUEST FOR ADMISSION NO. 98:**

Admit that prior to September 25, 2019, GFI stated on its webpage for ONgDB version 3.4.12 "Look for 3.4 Developer manual here," which contained a hyperlink in the word "here" that redirected users to http://neo4j.com/docs/developer-manual/current/.

#### **REQUEST FOR ADMISSION NO. 99:**

Admit that as of September 24, 2019, the phrase "Look for 3.4 Developer manual here" on GFI's webpage for ONgDB version 3.4.12 contained a hyperlink in the word "here" that redirected users to http://neo4j.com/docs/developer-manual/current/.

#### **REQUEST FOR ADMISSION NO. 100:**

Admit that as of September 24, 2019, the phrase "3.4 Operations manual here" on GFI's webpage for ONgDB version 3.4.12 contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/operations-manual/current/">http://neo4j.com/docs/operations-manual/current/</a>.

#### **REQUEST FOR ADMISSION NO. 101:**

Admit that **Exhibit I** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.5.1 as it existed on September 24, 2019.

#### **REQUEST FOR ADMISSION NO. 102:**

Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 3.5.1 attached hereto as **Exhibit I**.

#### **REQUEST FOR ADMISSION NO. 103:**

Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit I** redirected users to https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog.

#### **REQUEST FOR ADMISSION NO. 104:**

Admit that as of September 24, 2019, the phrase "Look for 3.5 Developer manual here" on GFI's webpage for ONgDB version 3.5.1 contained a hyperlink in the word "here" that redirected users to <a href="https://neo4j.com/docs/operations-manual/3.5/">https://neo4j.com/docs/operations-manual/3.5/</a>.

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#### **REQUEST FOR ADMISSION NO. 105:**

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Admit that **Exhibit J** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.5.3 as it existed on September 24, 2019.

#### **REQUEST FOR ADMISSION NO. 106:**

Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 3.5.3 attached hereto as **Exhibit J**.

#### **REQUEST FOR ADMISSION NO. 107:**

Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit J** redirected users to https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog.

#### **REQUEST FOR ADMISSION NO. 108:**

Admit that as of September 24, 2019, the phrase "Look for 3.5 Developer manual here" on GFI's webpage for ONgDB version 3.5.3 contained a hyperlink in the word "here" that redirected users to redirected users to <a href="https://neo4j.com/docs/operations-manual/3.5/">https://neo4j.com/docs/operations-manual/3.5/</a>.

#### **REQUEST FOR ADMISSION NO. 109:**

Admit that **Exhibit A** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.5.4 as it existed on September 24, 2019.

#### **REQUEST FOR ADMISSION NO. 110:**

Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit A** redirected users to https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog.

#### **REQUEST FOR ADMISSION NO. 111:**

Admit that as of September 24, 2019, the phrase "Look for 3.5 Developer manual here" on GFI's webpage for ONgDB version 3.5.4 contained a hyperlink in the word "here" that redirected users to redirected users to https://neo4j.com/docs/operations-manual/3.5/.

#### **REQUEST FOR ADMISSION NO. 112:**

Admit that prior to September 25, 2019, you did not obtain Neo4j, Inc.'s authorization to use Neo4j, Inc.'s Developer Manuals for Neo4j® Software with ONgDB Software.

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PLAINTIFF NEO4J INC.'S REQUEST FOR ADMISSION, SET ONE, TO DEFENDANT GRAPH FOUNDATION INC. CASE NO. 5:19-CV-06226-EJD

#### **REQUEST FOR ADMISSION NO. 113:**

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Admit that prior to September 25, 2019, you did not obtain Neo4j, Inc.'s authorization to use Neo4j, Inc.'s Operations Manuals for Neo4j® Software with ONgDB Software.

#### **REQUEST FOR ADMISSION NO. 114:**

Admit that prior to September 25, 2019, you did not obtain Neo4j, Inc.'s authorization to use Neo4j, Inc.'s change logs for Neo4j® Software.

#### **REQUEST FOR ADMISSION NO. 115:**

Admit that Exhibit L attached hereto is a true and correct printout of GFI's "ONgDB 3.4" Docs" webpage located at https://github.com/graphfoundation/ongdb/wiki/ONgDB-3.4-Docs as it existed on August 12, 2020.

#### **REQUEST FOR ADMISSION NO. 116:**

Admit between April 9, 2020 and August 12, 2020 the hyperlink embedded in the phrase "Developer Manual" in Exhibit L redirected users to https://neo4j.com/docs/developermanual/3.4/.

#### **REQUEST FOR ADMISSION NO. 117:**

Admit between April 9, 2020 and August 12, 2020 the hyperlink embedded in the phrase "Operations Manual" in Exhibit L redirected users to https://neo4j.com/docs/operationsmanual/3.4/.

#### **REQUEST FOR ADMISSION NO. 118:**

Admit that Exhibit M attached hereto is a true and correct printout of GFI's "Docs" webpage located at https://github.com/graphfoundation/ongdb/wiki/Docs as it existed on June 10, 2020.

#### **REQUEST FOR ADMISSION NO. 119:**

Admit between March 26, 2020 and June 10, 2020 the hyperlink embedded in the phrase "ONgDB 3.5" in Exhibit M redirected users to https://neo4j.com/docs/operations-manual/3.5/.

#### **REQUEST FOR ADMISSION NO. 120:**

Admit between March 26, 2020 and June 10, 2020 the hyperlink embedded in the phrase "ONgDB 3.4" in Exhibit M redirected users to https://neo4j.com/docs/operations-manual/3.4/.

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#### 1 **REQUEST FOR ADMISSION NO. 121:** Admit as of August 14, 2020, the hyperlink embedded in the phrase "ONgDB 3.5" on the 2 3 webpage https://github.com/graphfoundation/ongdb/wiki/Docs redirected users to 4 https://neo4j.com/docs/operations-manual/3.5/. 5 **REQUEST FOR ADMISSION NO. 122:** 6 Admit as of August 14, 2020, the hyperlink embedded in the phrase "ONgDB 3.4" on the 7 webpage https://github.com/graphfoundation/ongdb/wiki/Docs redirected users to 8 https://neo4j.com/docs/operations-manual/3.4/. 9 **REQUEST FOR ADMISSION NO. 123:** 10 Admit that GFI never authored a developer manual for ONgDB version 3.4.9. 11 **REQUEST FOR ADMISSION NO. 124:** 12 Admit that GFI never authored a developer manual for ONgDB version 3.4.11. 13 **REQUEST FOR ADMISSION NO. 125:** 14 Admit that GFI never authored a developer manual for ONgDB version 3.4.12. 15 **REQUEST FOR ADMISSION NO. 126:** 16 Admit that GFI has never authored a developer manual for any of version of ONgDB prior 17 to its release of ONgDB version 3.6. 18 **REQUEST FOR ADMISSION NO. 127:** 19 Admit that prior to September 25, 2019, you did not obtain Neo4j, Inc.'s authorization to 20 use Neo4j, Inc.'s then-current Operations Manual for Neo4j® Software with ONgDB software. 21 **REQUEST FOR ADMISSION NO. 128:** 22 Admit that you have never sought Neo4j, Inc.'s authorization to use "The Neo4j 23 Operations Manual v3.4" with ONgDB software. 24 **REQUEST FOR ADMISSION NO. 129:** 25 Admit that you have never sought Neo4j, Inc.'s authorization to use "The Neo4j 26 Operations Manual v3.5" with ONgDB software. /// 27 28 /// - 18 -842\3571081.3

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1	REQUEST FOR ADMISSION NO. 130:
2	Admit that GFI never authored an operations manual for ONgDB version 3.4.9.
3	REQUEST FOR ADMISSION NO. 131:
4	Admit that GFI never authored an operations manual for ONgDB version 3.4.11.
5	REQUEST FOR ADMISSION NO. 132:
6	Admit that GFI never authored an operations manual for ONgDB version 3.4.12.
7	REQUEST FOR ADMISSION NO. 133:
8	Admit that GFI never authored an operations manual for ONgDB version 3.5.1.
9	REQUEST FOR ADMISSION NO. 134:
10	Admit that GFI never authored an operations manual for ONgDB version 3.5.3.
11	REQUEST FOR ADMISSION NO. 135:
12	Admit that GFI never authored an operations manual for ONgDB version 3.5.4.
13	REQUEST FOR ADMISSION NO. 136:
14	Admit that GFI has never authored an operations manual for any of version of ONgDB
15	prior to GFI's release of ONgDB version 3.6.
16	REQUEST FOR ADMISSION NO. 137:
17	Admit that <b>Exhibit K</b> attached hereto is a true and correct printout of the webpage located
18	at <a href="https://www.graphfoundation.org/neo4j-is-open-core-now-what-ujah7ein5mis/">https://www.graphfoundation.org/neo4j-is-open-core-now-what-ujah7ein5mis/</a> as it existed on
19	September 24, 2019.
20	REQUEST FOR ADMISSION NO. 138:
21	Admit that GFI's used the NEO4J® Mark in <b>Exhibit K.</b>
22	REQUEST FOR ADMISSION NO. 139:
23	Admit that GFI's use of "neo4j" in all lower case in <b>Exhibit K</b> violates Neo4j, Inc.'s
24	Trademark Guidelines attached hereto as <b>Exhibit B.</b>
25	REQUEST FOR ADMISSION NO. 140:
26	Admit that GFI's use of "neo4j" without a trademark registration symbol in <b>Exhibit K</b>
27	violates Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B.</b>
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1	REQUEST FOR ADMISSION NO. 141:
2	Admit that GFI's use of "Neo4j" without a trademark registration symbol in <b>Exhibit K</b>
3	violates Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B</b> .
4	REQUEST FOR ADMISSION NO. 142:
5	Admit that GFI's use of "neo4j" in all lower case in <b>Exhibit K</b> does not constitute
6	nominative fair use of the NEO4J® Mark.
7	REQUEST FOR ADMISSION NO. 143:
8	Admit that GFI's use of "neo4j" in all lower case in <b>Exhibit K</b> infringes the NEO4J®
9	Mark.
10	REQUEST FOR ADMISSION NO. 144:
11	Admit that GFI's use of "open source neo4j graph database" in all lower case in
12	<b>Exhibit K</b> violates Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B</b> .
13	REQUEST FOR ADMISSION NO. 145:
14	Admit that GFI's use of "open source neo4j graph database" in all lower case in
15	Exhibit K does not constitute nominative fair use of the NEO4J® Mark.
16	REQUEST FOR ADMISSION NO. 146:
17	Admit that GFI's use of "open source neo4j graph database" in all lower case in
18	Exhibit K infringes the NEO4J® Mark.
19	REQUEST FOR ADMISSION NO. 147:
20	Admit that ONgDB stands for "ONgDB's Neo4j Graph DB."
21	REQUEST FOR ADMISSION NO. 148:
22	Admit that ONgDB means "ONgDB's Neo4j Graph DB."
23	REQUEST FOR ADMISSION NO. 149:
24	Admit that <b>Exhibit N</b> attached hereto is a true and correct of a March 17, 2019 tweet you
25	publicly posted on Twitter.
26	REQUEST FOR ADMISSION NO. 150:
27	Admit that GFI used the NEO4J® Mark as a hashtag in <b>Exhibit N</b> .
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1	REQUEST FOR ADMISSION NO. 151:
2	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit N</b> was not
3	reasonably necessary to identify the ONgDB product.
4	REQUEST FOR ADMISSION NO. 152:
5	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit N</b> was not
6	reasonably necessary to promote the ONgDB product.
7	REQUEST FOR ADMISSION NO. 153:
8	Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit N</b> to promote
9	ONgDB software.
10	REQUEST FOR ADMISSION NO. 154:
11	Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit N</b> to
12	identify ONgDB software.
13	REQUEST FOR ADMISSION NO. 155:
14	Admit that GFI's use of #Neo4j in <b>Exhibit N</b> does not amount to nominative fair use of
15	the NEO4J® Mark.
16	REQUEST FOR ADMISSION NO. 156:
17	Admit that GFI's use of #Neo4j in <b>Exhibit N</b> infringes the NEO4J® Mark.
18	REQUEST FOR ADMISSION NO. 157:
19	Admit that <b>Exhibit O</b> attached hereto is a true and correct of a March 21, 2019 tweet you
20	publicly posted on Twitter.
21	REQUEST FOR ADMISSION NO. 158:
22	Admit that GFI used the NEO4J® Mark as a hashtag in <b>Exhibit O</b> .
23	REQUEST FOR ADMISSION NO. 159:
24	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit O was not
25	reasonably necessary to identify the ONgDB product.
26	REQUEST FOR ADMISSION NO. 160:
27	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit O was not
,,	reasonably necessary to promote the ONaDR product

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1	REQUEST FOR ADMISSION NO. 161:
2	Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit O</b> to promote
3	ONgDB software.
4	REQUEST FOR ADMISSION NO. 162:
5	Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit O</b> to
6	identify ONgDB software.
7	REQUEST FOR ADMISSION NO. 163:
8	Admit that GFI's use of #Neo4j in <b>Exhibit O</b> does not amount to nominative fair use of
9	the NEO4J® Mark.
10	REQUEST FOR ADMISSION NO. 164:
11	Admit that GFI's use of #Neo4j in <b>Exhibit O</b> infringes the NEO4J® Mark.
12	REQUEST FOR ADMISSION NO. 165:
13	Admit that <b>Exhibit P</b> attached hereto is a true and correct of a May 10, 2019 tweet you
14	publicly posted on Twitter.
15	REQUEST FOR ADMISSION NO. 166:
16	Admit that GFI used the NEO4J® Mark as a hashtag in <b>Exhibit P</b> .
17	REQUEST FOR ADMISSION NO. 167:
18	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit P</b> was not
19	reasonably necessary to identify the ONgDB product.
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20	REQUEST FOR ADMISSION NO. 168:
21	REQUEST FOR ADMISSION NO. 168:
21 22	REQUEST FOR ADMISSION NO. 168:  Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P was not
21 22 23	REQUEST FOR ADMISSION NO. 168:  Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P was not reasonably necessary to promote the ONgDB product.
21 22 23 24	REQUEST FOR ADMISSION NO. 168:  Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P was not reasonably necessary to promote the ONgDB product.  REQUEST FOR ADMISSION NO. 169:
21 22 23 24 25 26	REQUEST FOR ADMISSION NO. 168:  Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P was not reasonably necessary to promote the ONgDB product.  REQUEST FOR ADMISSION NO. 169:  Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P to promote
21 22 23 24 25	REQUEST FOR ADMISSION NO. 168:  Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P was not reasonably necessary to promote the ONgDB product.  REQUEST FOR ADMISSION NO. 169:  Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P to promote ONgDB software.
21 22 23 24 25 26	REQUEST FOR ADMISSION NO. 168:  Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P was not reasonably necessary to promote the ONgDB product.  REQUEST FOR ADMISSION NO. 169:  Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit P to promote ONgDB software.  REQUEST FOR ADMISSION NO. 170:

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1	REQUEST FOR ADMISSION NO. 171:
2	Admit that GFI's use of #Neo4j in <b>Exhibit P</b> does not amount to nominative fair use of
3	the NEO4J® Mark.
4	REQUEST FOR ADMISSION NO. 172:
5	Admit that GFI's use of #Neo4j in <b>Exhibit P</b> infringes the NEO4J® Mark.
6	REQUEST FOR ADMISSION NO. 173:
7	Admit that <b>Exhibit Q</b> attached hereto is a true and correct of a November 27, 2019 tweet
8	you publicly posted on Twitter.
9	REQUEST FOR ADMISSION NO. 174:
10	Admit that GFI used the NEO4J® Mark as a hashtag in <b>Exhibit Q</b> .
11	REQUEST FOR ADMISSION NO. 175:
12	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit Q</b> was not
13	reasonably necessary to identify the ONgDB product.
14	REQUEST FOR ADMISSION NO. 176:
15	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit Q</b> was not
16	reasonably necessary to promote the ONgDB product.
17	REQUEST FOR ADMISSION NO. 177:
18	Admit that GFI used the NEO4J ${ m  ilde R}$ Mark as the hashtag "#Neo4j" in <b>Exhibit Q</b> to promote
19	ONgDB software.
20	REQUEST FOR ADMISSION NO. 178:
21	Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit Q</b> to
22	identify ONgDB software.
23	REQUEST FOR ADMISSION NO. 179:
24	Admit that GFI's use of #Neo4j in <b>Exhibit Q</b> does not amount to nominative fair use of
25	the NEO4J® Mark.
26	REQUEST FOR ADMISSION NO. 180:
27	Admit that GFI's use of #Neo4j in <b>Exhibit Q</b> infringes the NEO4J® Mark.
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#### 1 **REQUEST FOR ADMISSION NO. 181:** 2 Admit that Exhibit R attached hereto is a true and correct of a January 18, 2020 tweet you 3 publicly posted on Twitter. 4 **REQUEST FOR ADMISSION NO. 182:** 5 Admit that GFI used the NEO4J® Mark as a hashtag in **Exhibit R**. 6 **REQUEST FOR ADMISSION NO. 183:** 7 Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit R was not reasonably necessary to identify the ONgDB product. 8 9 **REQUEST FOR ADMISSION NO. 184:** 10 Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit R was not 11 reasonably necessary to promote the ONgDB product. 12 **REQUEST FOR ADMISSION NO. 185:** 13 Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit R to promote 14 ONgDB software. 15 **REQUEST FOR ADMISSION NO. 186:** 16 Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit R** to 17 identify ONgDB software. 18 **REQUEST FOR ADMISSION NO. 187:** 19 Admit that Exhibit S attached hereto is a true and correct of a May 19, 2020 tweet you 20 publicly posted on Twitter. 21 **REQUEST FOR ADMISSION NO. 188:** 22 Admit that GFI used the NEO4J® Mark as a hashtag in **Exhibit S**. 23 **REQUEST FOR ADMISSION NO. 189:** 24 Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit S was not 25 reasonably necessary to identify the ONgDB product. 26 /// 27 /// 28 ///

HOPKINS & CARLEY
ATTORNEYS AT LAW
SAN JOSE + PALO ALTO

#### 1 **REQUEST FOR ADMISSION NO. 190:** 2 Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit S was not 3 reasonably necessary to promote the ONgDB product. 4 **REQUEST FOR ADMISSION NO. 191:** 5 Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in Exhibit S to promote 6 ONgDB software. 7 **REQUEST FOR ADMISSION NO. 192:** 8 Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit S** to 9 identify ONgDB software. 10 **REQUEST FOR ADMISSION NO. 193:** Admit that GFI's use of #Neo4j in **Exhibit S** does not amount to nominative fair use of 11 12 the NEO4J® Mark. 13 **REQUEST FOR ADMISSION NO. 194:** 14 Admit that GFI's use of #Neo4j in **Exhibit S** infringes the NEO4J® Mark. 15 **REQUEST FOR ADMISSION NO. 195:** 16 Admit that Exhibit T is a printout of Neo4j, Inc.'s Trademark Guidelines as they existed 17 on August 13, 2020. **REQUEST FOR ADMISSION NO. 196:** 18 19 Admit that Neo4j, Inc.'s Trademark Guidelines in **Exhibit T** have been in effect since 20 April 3, 2019. 21 **REQUEST FOR ADMISSION NO. 197:** 22 Admit that you are aware of Neo4j, Inc.'s Trademark Guidelines in Exhibit T. 23 **REQUEST FOR ADMISSION NO. 198:** 24 Admit that you do not adhere to Neo4j, Inc.'s Trademark Guidelines in **Exhibit T** in 25 marketing ONgDB software. 26 /// 27 /// 28 /// 842\3571081.3

HOPKINS & CARLEY ATTORNEYS AT LAW SAN JOSE + PALO ALTO

# REQUEST FOR ADMISSION NO. 199: Admit that you do not adhere to Neo4j, Inc.'s Trademark Guidelines in Exhibit T in advertising ONgDB software.

Dated: August 14, 2020 HOPKINS & CARLEY A Law Corporation

By: /s/ Jeffrey M. Ratinoff
Jeffrey M. Ratinoff

Attorneys for Plaintiffs
NEO4J, INC. and NEO4J SWEDEN AB

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ATTORNEYS AT LAW
SAN JOSE • PALO ALTO

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- 26 -

PLAINTIFF NEO4J INC.'S REQUEST FOR ADMISSION, SET ONE, TO DEFENDANT GRAPH FOUNDATION INC. CASE NO. 5:19-CV-06226-EJD

## **EXHIBIT A**

### The Graph Foundation

Case 5:19-cv-06226-EJD

Open Graph Technology for Public Good

Menu

# Open Native Graph DB (ONgDB)

#### The free and open source Neo4j Enterprise project

Open Native Graph DB (ONgDB) is a non-restrictive fork of Neo4j, the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language, ACID transactions and high availability clustering. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, ONgDB offers orders of magnitude performance benefits compared to relational DBs.

#### Licensing

ONgDB distributions are licensed under AGPLv3 as a free and open drop-in replacements of Neo4j Enterprise commercial licensed distributions with the same version number.

#### Latest Release

ONgDB 3.5.8 is expected to be out shortly. We skipped a few versions to allow Neo4j to fix some bugs in previous versions.

ONgDB 3.5.4

10 May 2019: Release Notes | Source Code

Mac/Linux	ongdb-enterprise-3.5.4-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.5.4-windows.zip
Windows 32 bit	ongdb-enterprise-3.5.4-windows.zip
Docker Image	ONgDB 3.5.4 Docker Hub

#### **Recent Releases**

- ONgDB 3.5.3
- ONgDB 3.5.1
- ONgDB 3.4.12
- ONgDB 3.4.11

#### **Pages**

**Accessibility** 

**Get Involved** 

**Graph Community** 

**Mission** 

Projects

- Heimdall
- Open Native Graph DB (ONgDB)
  - ONgDB Releases
    - o ONgDB 3.4.11
    - o ONgDB 3.4.12
    - o ONgDB 3.4.9
    - ONgDB 3.5.1
    - o ONgDB 3.5.3
    - ONgDB 3.5.4

# **EXHIBIT B**

Skip to content



# **Trademark Guidelines**

### **Legal Notices**

Terms
California Privacy Rights
Privacy Policy
Trademark Policy

This document outlines the policy for allowable uses of trademarks owned by Neo4j, Inc. and its subsidiaries ("Neo4j") by other parties.

Neo4j owns all Neo4j-related trademarks, service marks, and logos on behalf of our communities and the names of all Neo4j® projects are trademarks of Neo4j.

The role of trademarks is to provide assurance about the quality of the products or services with which the trademark is associated. Neo4j has established this Policy to encourage others to make accurate, non-confusing use of the Neo4j trademarks, while also ensuring that those trademarks maintain their distinctiveness and strength as reliable indicators of the source and quality of Neo4j products and services. Although some Neo4j projects may be available under free and open licenses, those licenses cover copyright only and do not include any express or implied right to use our trademarks. Neo4j does not allow third parties to use its trademarks without a written agreement or express permission. Thus, Neo4j projects that are available under open source licenses may be copied, modified, or sold by third parties, but they cannot be branded or marketed with Neo4j trademarks in the absence of a trademark license.

While open-source licenses allow modification of copyrighted software and distribution in original or modified form, such distribution could be misleading if distributed under the same name. This could cause confusion among consumers of the software as to source. They may mistakenly believe they are receiving software that is produced or supported by Neo4j. This Policy describes the circumstances under which you may use our trademarks, regardless of the type of license you may have from Neo4j. In this Policy we are not trying to limit the lawful use of our trademarks, but rather describe for you what we consider the parameters of lawful use to be. Trademark law can be ambiguous, so we hope to provide enough clarity for you to understand whether we will consider your use licensed or non-infringing.

Neo4j® software, which is created and/or distributed by Neo4j, is the software in the exact form that it is distributed by Neo4j without modification of any kind. To the extent any authorized modifications are made to the software, such modified software should no longer bear the Neo4j trademarks. The public has a right to know when it is receiving a genuine Neo4j® product that is quality assured by Neo4j.

The sections that follow describe what trademarks are covered by this Policy, as well as uses of the trademarks that are allowed without additional permission from us. Any use that does not comply with this Policy or for which we have not separately provided written permission is not a use that we have approved, so you must decide for yourself whether the use is nevertheless lawful.

### **Our Commitment to Open Source Principles**

We want to encourage and facilitate the use of our open source software by the community, but do so in a way that still ensures that the Neo4j trademarks are meaningful as a source and quality indicator for our software and the associated goods and services and continue to embody the high reputation of the software and the community associated with it. This Policy therefore tries to strike the proper balance between: 1) our need to ensure that our trademarks remain reliable indicators of the qualities that they are meant to preserve and 2) our community members' desire to be full participants in Neo4j® projects.

### Trademarks Subject to the Guidelines

#### **Our Trademarks**

This Policy covers the following non-exhaustive list of our trademarks:

1. Our word trademarks and service marks (the "Word Marks"):

Neo4i®

Cypher®

Neo4i® Bloom<sup>TM</sup>

Neo4i® Desktop<sup>TM</sup>

Neo Technology®



2. Our logos (the "Logos")



3. The unique visual styling of our website and elements used in or otherwise related to the products and services we offer (the "Trade Dress"). See our <u>Style Guide</u> for further information.

This Policy encompasses all trademarks and service marks, whether Word Marks, Logos or Trade Dress, which are collectively referred to as the "Marks." Some Marks may not be registered, but registration is not necessarily required for ownership of trademarks. This Policy covers our Marks whether they are registered or not.

#### **Universal Considerations for All Uses**

The following guidelines show proper (and improper) use of Marks. Any use of the Marks must be licensed and comply with these guidelines. Whenever you use one of the Marks, you must always do so in a way that does not mislead anyone, either directly or by omission, about exactly what they are getting and from whom. For example, you cannot say you are distributing the Neo4j® software when you're distributing a modified version

### 9/26/2019 Case 5:1<del>0 23/205236-万06226 (198</del> 2019) Case 5:1<del>0 23/205236-万06226 (198 2019) (198 2019) (198 2019) (198 2019) (199 2019</del>

of it, because people would be confused when they are not getting the same features and functionality they would get if they downloaded the software directly from us. You also cannot distribute Neo4j® software using the Marks if you do not have a license from us, because that would imply that your distribution comes from or is supported by Neo4j. You cannot use our Marks on your website in a way that suggests that your website is an official website or that we endorse your website, unless permitted in a written agreement with us. You can, though, say you like the Neo4j® software, say that you participate in the Neo4j® community, or refer to Neo4j® products and services.

This fundamental requirement, that it is always clear to people what they are getting and from whom, is reflected throughout this Policy. It should also serve as your guide if you are not sure about how you are using the Marks.

#### In addition:

You may not use the Marks in association with the use or distribution of software if you are also not in compliance with the copyright license for the software.

You may not use or register, in whole or in part, the Marks as part of your own trademark, service mark, domain name, company name, trade name, product name or service name.

Provided that you have obtained a license from Neo4j, you can use the Word Marks in book and article titles, and the Logo in illustrations within the document, as long as the use does not suggest that we have published, endorse, or agree with your work.

Trademark law does not allow your use of names or trademarks that are too similar to ours. You therefore may not use an obvious variation of any of our Marks or any phonetic equivalent, foreign language equivalent, takeoff, or abbreviation for a similar or compatible product or service. This includes combinations or integrations of all or portions of the Marks in a way that the public may think of the use as a new mark (e.g. SuperNeo4j, or Neo5k).

You agree that you will not acquire any rights in the Marks and that any goodwill generated by your use of the Marks inures solely to our benefit.

## **Proper Use of the Marks**

These rules hold true for all trademarks, not just ours, so you should follow them for our Marks as well as anyone else's.

<u>Always</u> use the Marks in their Exact Form and <u>Distinguishable from Other Text</u>. Always use the Word Marks in a manner distinguished from surrounding text, with initial capital letters, and in the exact form with the correct spelling (neither abbreviated, hyphenated, or combined with any other word or words).

	CORRECT		<b>INCORRECT</b>
		NEO4J	
		Neo-4j	
Neo4j®		neo4j	
		n4j	
		Neo	

<u>Use Marks as Proper Adjectives Followed by a Generic Term.</u> Trademarks should be used as adjectives followed by a generic modifier, and not as nouns or verbs. Trademarks are products or services, never actions. Do not use "a" or "the" to refer to an instance of the Marks. For example:

**CORRECT** INCORRECT

## 9/26/2019 Case 5:1**0**-23-05-236-5-100-22-05-23-05-05-05-20-

#### **CORRECT**

#### **INCORRECT**

The Neo4j® graph platform is widely used in many industries.

Neo4j® is widely used.

I was able to quickly realize graph epiphanies with Neo4j® Bloom<sup>TM</sup> visualization software.

We use the Neo4j.

I downloaded the Neo4j® database from neo4j.com.

I use Cypher.

I load data into and out of Neo4j.

Cypher® query language

<u>Do Not Use Marks in the Possessive Form.</u> Because trademarks are not nouns, they should not be used in the possessive from. For example:

#### **CORRECT** INCORRECT

The Neo4j® graph database software presents and stores data natively as a graph.

Neo4j's storage presents and stores data natively as a graph.

<u>Do Not Use Marks in the Plural Form.</u> Because trademarks are not nouns, they should not be used in the plural form. For example:

#### **CORRECT** INCORRECT

The Neo4j® platform allows multiple instances of the Neo4j database software to form a single highly-available cluster.

High-availability clustering allows a cluster of instances to be formed using multiple Neo4js.

Do Not Use Marks to Suggest Endorsement by Neo4j.

#### CORRECT INCORRECT

"Open Neo4j"

graph database software

XYZ ENTERPRISE 3.4.9 (FREE AND OPEN UNRESTRICTED NEO4J ENTERPRISE FORK)

#### Use of Logos

You may not change any Logo except to scale it proportionally. This means you may not add decorative elements, change the colors, change the proportions, distort it, add elements, or combine it with other logos. The logo may only be used displaying the exact colors shown in our <u>Style Guide</u>.

#### Mark Attribution and Notices

The first or most prominent mention of a Mark on a webpage, document, packaging, or documentation should be accompanied by a symbol indicating whether the mark is a registered trademark ("®") or an unregistered trademark ("TM"). Also, if you are using our Marks for uses for which we are granting a separate license, please put following notice at the foot of the page where you have used the Mark (or, if in a book, on the credits page), on any packaging or labeling, and on advertising or marketing materials: "Neo4j is a trademark or registered trademark of Neo4j, Inc. or its subsidiaries in the United States and/or other countries."

#### Possible Infringement

If you are aware of any confusing use or misuse of the Marks in any way, we would appreciate you bringing this to our attention. Please contact us at webinfo@neo4j.com so that we can investigate it further.

#### **Updates**

Neo4j reserves the right to modify or update this Policy at any time. You should review this Policy from time to time so that you will be aware of any modifications or updates as they will apply as soon as they as posted on this page.

#### Further Information

Neo4j has tried to make this Trademark Policy as comprehensive and understandable as possible. If you have any questions about this Policy, would like to speak with us about the use of our Marks in ways not described in the Policy, or see any abuse of our Marks, please contact us.

Updated April 3, 2019

- PRODUCTS
- SOLUTIONS
- PARTNERS
- CUSTOMERS
- <u>LEARN</u>
- <u>DEVELOPERS</u>
- Why Graph Databases?
- Graph Databases vs RDBMS
- What's New in Neo4j
- Graphdatabases.com
- Company
- News
- Awards
- Careers
- <u>Staff</u>











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Neo $4j^{\mathbb{R}}$ , Neo Technology $^{\mathbb{R}}$  and Cypher $^{\mathbb{R}}$  are registered trademarks of Neo4j, Inc.

#### Contact Us →

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France: +33 (0) 8 05 08 03 44 Germany: +49 (0)89 26204 6300

Contact Sales: 1.855.636.4532 Email a graph expert

# **EXHIBIT C**

## The Graph Foundation

Open Graph Technology for Public Good

Menu

# ONgDB (Open Native Graph DB)



ONgDB is a fork of the neo4j enterprise project that continues development of neo4j enterprise as a fully open source project after Neo4j Inc's Open Core Shift that suspended development of enterprise as an open source project and removed the open source code.

ONgDB is a high performance, native graph store with everything you would expect from an enterprise-ready database, including high availability clustering, ACID transactions, and uses the intuitive, pattern-centric open cypher query language. Developers use graph theory-based structures that we call nodes and relationships instead of rows and columns. For many use cases, ONgDB will provide orders of magnitude performance benefits compared to non-native graph, relational and NoSQL databases.

## **Open Source License**

ONgDB distributions are licensed under AGPLv3 as a free and open source alternative to currently available proprietary native graph offerings such as Neo4j Enterprise Edition.

## **Current Release**

ONg DB 3.6.0.RC1

2 May 2020: Release Notes | Source Code | Documentation

Mac/Linux	ongdb-enterprise-3.6.0.RC1-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.6.0.RC1-windows.zip
Windows 32 bit	ongdb-enterprise-3.6.0.RC1-windows.zip
Docker Image	ONgDB 3.6.0.RC1 Docker Hub

## Latest Stable Release

# ONgDB 3.5.17

#### 9 April 2020: Release Notes | Source Code

Mac/Linux	ongdb-enterprise-3.5.17-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.5.17-windows.zip
Windows 32 bit	ongdb-enterprise-3.5.17-windows.zip
Docker Image	ONgDB 3.5.17 Docker Hub  docker run \publish=7474:7474publish=7687:7687 \volume=\$HOME/ongdb/data:/data \ graphfoundation/ongdb:3.5
	Go to: http://localhost:7474

## **Previous Releases**

- 3.5.16
- 3.5.15
- 3.5.14
- 3.4.17
- 3.4.15

Not seeing the perfect release? Browse all ONgDB Releases for the full list of supported releases.

## Interested in Contributing to ONgDB Development?

There are many ways to contribute to the exciting development of the worlds most powerful open source graph database. For steps on how to get started and joining the community Slack, head over to Get Involved to learn more.

# Looking for ONgDB Build Results and Distributions?

The Graph Foundation Build Server will build and make distributions available for git branches on active projects. If you would like a distribution built with your modification, follow the steps for committers and submit a Pull Request with your contribution.

## Interested in supporting our mission?

Our mission helps improve our world through the open development of graph technology. Learn more about our mission and how you can support today.

## **Pages**

**Accessibility** 

**Get Involved** 

**Graph Community** 

Mission

**Projects** 

- Heimdall
- ONgDB (Open Native Graph DB)
  - ONgDB Releases

- o ONgDB 3.4.11
- o ONgDB 3.4.12
- o ONgDB 3.4.15
- ONgDB 3.4.17
- o ONgDB 3.4.9
- ONgDB 3.5.1
- ONgDB 3.5.11
- o ONgDB 3.5.12
- o ONgDB 3.5.14
- o ONgDB 3.5.15
- ONgDB 3.5.16
- o ONgDB 3.5.17
- ONgDB 3.5.3
- o ONgDB 3.5.4
- ONgDB 3.6.0.M1
- o ONgDB 3.6.0.M2
- o ONgDB 3.6.0.RC1

#### **Support TGF**

- Donations
- Sponsorship
- Thanks

#### The Graph Foundation

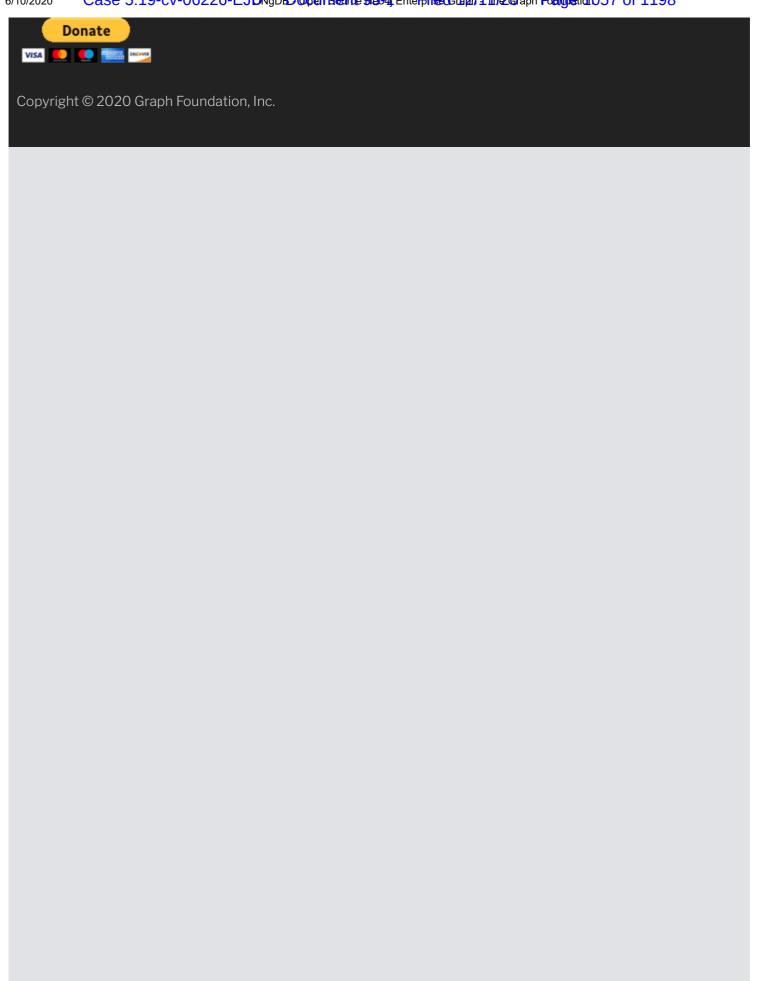
- o Public Records
  - Articles of Incorporation
  - Code of Regulations

### Site Search

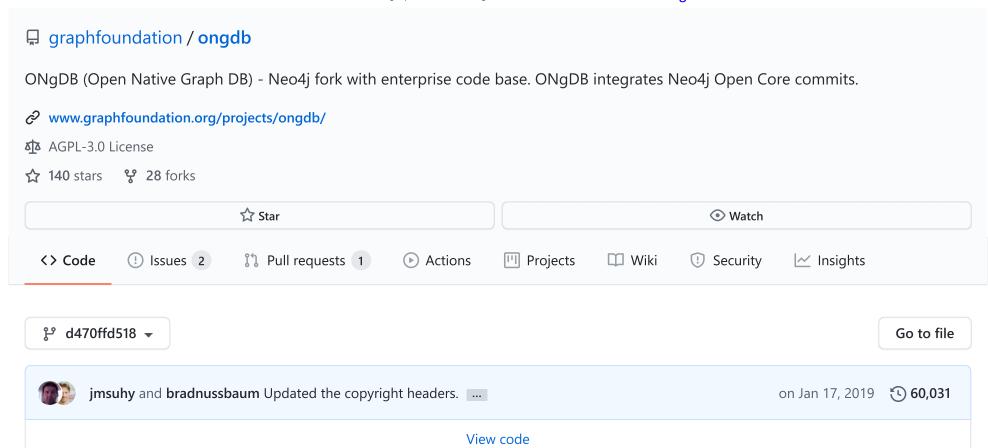
Search...

Search

## Support GF Today!



# **EXHIBIT D**



**README.asciidoc** 

# Neo4j: Graphs for Everyone

Neo4j is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

Learn more on the Neo4j website.

# **Using Neo4j**

Neo4j is available both as a standalone server, or an embeddable component. You can download or try online.

# **Extending Neo4j**

We encourage experimentation with Neo4j. You can build extensions to Neo4j, develop library or drivers atop the product, or make contributions directly to the product core. You'll need to sign a Contributor License Agreement in order for us to accept your patches.

Note

This GitHub repository contains mixed GPL and AGPL code. Our Community edition (in the community/directory) is GPLv3. Our Enterprise edition (enterprise/) is differently licensed under the AGPLv3.

## **Dependencies**

Neo4j is built using Apache Maven version 3.3 and a recent version of supported VM. Bash and Make are also required. Note that maven needs more memory than the standard configuration, this can be achieved with export MAVEN\_OPTS="-Xmx512m".

OS X users need to have Homebrew installed.

## With brew on OS X

brew install maven

Please note that we do not support building Debian packages on OS X.

## With apt-get on Ubuntu

apt install maven openjdk-8-jdk

On top of that, to build Debian packages and Neo4j Desktop:

```
apt install debhelper devscripts dos2unix dpkg make xmlstarlet
# You will need a license for install4j, which is only needed for Neo4j Desktop
curl -O http://download-keycdn.ej-technologies.com/install4j/install4j_linux_6_1_4.deb
dpkg -i install4j_linux_6_1_4.deb
```

# **Building Neo4j**

Before you start running the unit and integration tests in the Neo4j Maven project on a Linux-like system, you should ensure your limit on open files is set to a reasonable value. You can test it with ulimit -n. We recommend you have a limit of at least 40K.

- A plain mvn clean install will only build the individual jar files.
- Test execution is, of course, part of the build.
- In case you just want the jars, without running tests, this is for you: mvn clean install -DskipTests.
- To build product packages, do export PATH="bin:\$PATH" && make clean all in the packaging directory after building artifacts with Mayen.
- To build the documentation see the Neo4j documentation.
- If you are running into problems building on Windows you can try building Neo4j in a Ubuntu virtual machine.
- You may need to increase the memory available to Maven: export MAVEN\_OPTS="-Xmx512m".

## **Running Neo4j**

After running a mvn clean install cd into packaging/standalone/target and extract the version you want, then

bin/neo4j start

in the extracted folder to start Neo4j on localhost:7474. On Windows you want to run

bin\neo4j start

instead.

Or, if you are not interested in the tarballs and just want to run Neo4j you can instead run a mvn clean install - DminimalBuild and then cd into community/server and run

mvn clean compile exec:java

to start Neo4j.

# Licensing

Neo4j Community Edition is an open source product licensed under GPLv3.

Neo4j Enterprise Edition expands the functionality of Community Edition with Enterprise-grade features.

Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 with the Commons Clause in this repository, and other closed source components not present in this repository.

When packaged as a binary, Enterprise Edition includes additional closed-source components *not available in this repository* and requires a commercial license from Neo4j Sweden AB or one of its affiliates.



+ 292 releases

### Contributors 182























+ 171 contributors

### Languages

**Java** 81.4%

• Scala 17.6%

• PowerShell 0.3%

• **Gherkin** 0.3%

• Shell 0.2%

**Roff** 0.2%

# **EXHIBIT E**

#### graphfoundation / ongdb

ONgDB (Open Native Graph DB) - Neo4j fork with enterprise code base. ONgDB keeps in sync with the Neo4j github repo. https://www.graphfoundation.org/proje...

<b>61,025</b> commits	🎾 26 branches	♦ 278 releases	177 contributors		វា្នំ AGPL-3.0
Branch: 3.5 ▼ New pull request				Find File	Clone or download ▼
bradnussbaum Merge remote-trackin	ng branch 'neo4j/3.5' into 3.5			Latest comm	it 4b160f7 9 hours ago
github/ISSUE_TEMPLATE	Remove custom temple	ate.			4 months ago
.mvn	Add the maven-profile	r extension			3 years ago
build-resources	3.5.12				9 hours ago
<b>build</b>	Added build and intelli	j codestyle file for developers	of ONgDB who u		9 months ago
community	Merge remote-tracking	branch 'neo4j/3.5' into 3.5			9 hours ago
enterprise	3.5.12				9 hours ago
integrationtests	3.5.12				9 hours ago
packaging	Merge remote-tracking	branch 'neo4j/3.5' into 3.5			9 hours ago
stresstests	3.5.12				9 hours ago
tools	3.5.12				9 hours ago
gitignore	Shade ASM to avoid co	onflicts in embedded deploym	ents		2 years ago
scalafmt.conf	initial scala auto-forma	tting of util module			2 years ago
CONTRIBUTING.md	Change some more htt	p to https			3 years ago
LICENSE.txt	Updated the LICENSE.t	xt file to be pure AGPL as to n	ot violate the fs		7 months ago
README.asciidoc	Updated documentation	on to reference jdkman usage	for building distribu		last month
pom.xml	3.5.12				9 hours ago

#### ■ README.asciidoc

# ONgDB - Neo4j Enterprise Fork: Graphs for Everyone

Neo4j is the world's leading Graph Database. It is a high performance graph store with all the features expected of a mature and robust database, like a friendly query language and ACID transactions. The programmer works with a flexible network structure of nodes and relationships rather than static tables — yet enjoys all the benefits of enterprise-quality database. For many applications, Neo4j offers orders of magnitude performance benefits compared to relational DBs.

Learn more on the Neo4j website.

Learn more about ONgDB at Graph Foundation website

## Using ONgDB & Neo4j

Neo4j is available both as a standalone server, or an embeddable component. You can download or try Neo4j online.

## Extending ONgDB & Neo4j

We encourage experimentation with ONgDB & Neo4j. You can build extensions to ONgDB & Neo4j, develop library or drivers atop the product, or make contributions directly to the product core. You'll need to sign a Contributor License Agreement in order for us to accept your patches.

Note

This GitHub repository contains mixed GPL and AGPL code. Our Community edition (in the community/ directory) is GPLv3. The Enterprise edition (enterprise/) is licensed under the AGPLv3.

### **Dependencies**

Neo4j is built using Apache Maven version 3.3 and a recent version of supported VM. Bash and Make are also required. Note that maven needs more memory than the standard configuration, this can be achieved with export MAVEN\_OPTS="-Xmx512m".

OS X users need to have Homebrew installed.

#### With brew on OS X

```
brew install maven
```

Please note that we do not support building Debian packages on OS X.

#### With apt-get on Ubuntu

#### With SDKMan

Building Neo4j/ONgDB can be tricky with other JDKs such as open JDK. Currently Oracle 8 JDK works well, as we test other jdks we will update this documentation.

https://sdkman.io/

sdk use java oracle-8-221

```
apt install maven openjdk-8-jdk
```

On top of that, to build Debian packages and Neo4j Desktop:

```
apt install debhelper devscripts dos2unix dpkg make xmlstarlet
# You will need a license for install4j, which is only needed for Neo4j Desktop
curl -0 http://download-keycdn.ej-technologies.com/install4j_linux_6_1_4.deb
dpkg -i install4j_linux_6_1_4.deb
```

## **Building ONgDB**

Before you start running the unit and integration tests in the Neo4j Maven project on a Linux-like system, you should ensure your limit on open files is set to a reasonable value. You can test it with ulimit -n . We recommend you have a limit of at least 40K.

- A plain mvn clean install will only build the individual jar files.
- Test execution is, of course, part of the build.
- In case you just want the jars, without running tests, this is for you: mvn clean install -DskipTests.
- To build product packages, do export PATH="bin:\$PATH" && make clean all in the packaging directory after building artifacts with Maven.
- To build the documentation see the Neo4j documentation.

- If you are running into problems building on Windows you can try building Neo4j in a Ubuntu virtual machine.
- You may need to increase the memory available to Maven: export MAVEN\_OPTS="-Xmx512m".

### Running ONgDB & Neo4j

After running a mvn clean install cd into packaging/standalone/target and extract the version you want, then

bin/neo4j start

in the extracted folder to start Neo4j on localhost:7474. On Windows you want to run

bin\neo4j start

instead.

Or, if you are not interested in the tarballs and just want to run Neo4j you can instead run a mvn clean install -DminimalBuild and then cd into community/server and run

mvn clean compile exec:java

to start Neo4j.

### Licensing

ONgDB & Neo4j Community Edition is an open source product licensed under GPLv3.

ONgDB & Neo4j Enterprise Edition expands the functionality of Community Edition with Enterprise-grade features.

ONgDB & Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 in this repository.

# **EXHIBIT F**

# The Graph Foundation

Open Graph Technology for Public Good

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# ONgDB 3.4.9

**RELEASE DATE: 14 OCTOBER 2018** 

ONgDB 3.4.9 is a maintenance release with an important security fix and some fixes.

Mac/Linux	ongdb-enterprise-3.4.9-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.4.9-windows.zip
Windows 32 bit	ongdb-enterprise-3.4.9-windows.zip
Docker Image	<pre>ONgDB 3.4.9 Docker Hub  docker run \</pre>

# **Security Update**

ONgdB 3.4.x LDAP Security Vulnerability when using StartTLS and System Account

We have very recently discovered a bug that results in a security vulnerability in ONgDB 3.4 versions that use LDAP authentication with StartTLS and use a System Account for authentication. The issue was reported in GitHub issue 12047.

We have fixed this issue in ONgDB 3.4.9, which we advise you to upgrade to as soon as possible.

Scope: This affects all ONgDB 3.4.x versions that use LDAP for authentication, and have configured to use StartTLS (dbms.security.ldap.use\_starttls=true) and are using System Account (dbms.security.ldap.authorization.use\_system\_account=true). Note, that both of these settings are false by default, so only those who have explicitly set these are affected. Users of LDAPS are not affected. Earlier versions of ONgDB are also not affected.

Workaround: It's possible to work around the issue without upgrading the software. To do this, comment out the "use StartTLS" configuration parameter in the ONgDB.conf file on all ONgDB 3.4.x servers in your cluster and restart each instance for this to take effect. This can be done in a rolling fashion without downtime. Later, once you are able to upgrade to 3.4.9, upgrade to that version (in a rolling fashion if in a clustered environment), uncomment the configuration parameter to enable StartTLS, and restart the database.

## Other Fixes and Improvements

- Incremental online backup now leaves the resulting backed up store in a fully recovered state. This
  fixes problems with seeding a Causal Cluster with a store from an incremental online backup.
- Cypher fix for ORDER BY + LIMIT 0 when using slotted runtime
- Browser now correctly handles **:queries** in clustered environments when not all members could be reached

## **Detailed Changes and Docs**

For the complete list of all changes, please see the changelog. Look for 3.4 Developer manual here, and 3.4 Operations manual here.

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# **EXHIBIT G**

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# ONgDB 3.4.11

**RELEASE DATE: 17 DECEMBER 2018** 

ONgDB 3.4.11 is a maintenance release with many important improvements and fixes.

Mac/Linux	ongdb-enterprise-3.4.11-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.4.11-windows.zip
Windows 32 bit	ongdb-enterprise-3.4.11-windows.zip
Docker Image	<pre>ONgDB 3.4.11 Docker Hub  docker run \</pre>

# **Highlights**

- Fix count query returning no rows on entity inconsistency
- Removes explicit ONgDB-admin import db existence check
- Fix VM pause monitor logging

## **Detailed Changes and Docs**

For the complete list of all changes, please see the changelog. Look for 3.4 Developer manual here, and 3.4 Operations manual here.

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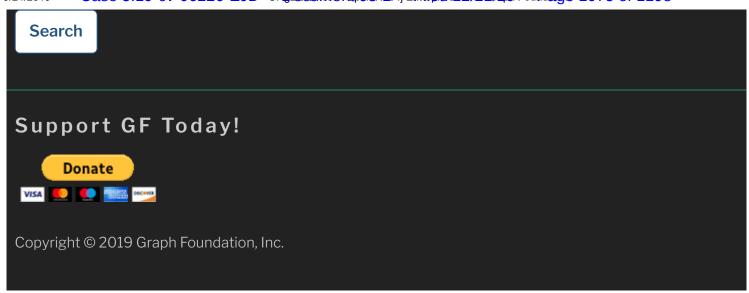
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# **EXHIBIT H**

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# ONgDB 3.4.12

**RELEASE DATE: 18 JANUARY 2019** 

ONgDB 3.4.12 is a maintenance release with many important improvements and fixes.

Mac/Linux	ongdb-enterprise-3.4.12-unix.tar.gz
Windows 64 bit	ongdb-enterprise-3.4.12-windows.zip
Windows 32 bit	ongdb-enterprise-3.4.12-windows.zip
Docker Image	<pre>ONgDB 3.4.12 Docker Hub  docker run \</pre>

# **Highlights**

- When a native memory allocation fails, ONgDB will now include helpful debugging information in all such cases, instead of just some of them.
- Close all index readers opened during lockingNodeUniqueIndexSeek

- Fixes a race updating the label index, where e.g. a node CREATE followed by DELETE could be reordered into DELETE followed by CREATE, and vice versa.
- · Obsfucate LDAP system password in debug log

## **Detailed Changes and Docs**

For the complete list of all changes, please see the changelog. Look for 3.4 Developer manual here, and 3.4 Operations manual here.

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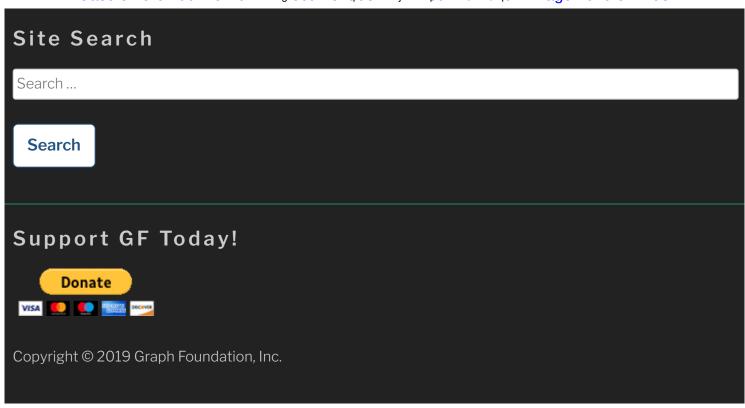
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# **EXHIBIT I**

### The Graph Foundation

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# ONgDB 3.5.1

**RELEASE DATE: 20 DECEMBER 2018** 

ONgDB 3.5.1 is a maintenance release with many important improvements and fixes.

Mac/Linux	ongdb-enterprise-3.5.1-unix.tar.gz		
Windows 64 bit	ongdb-enterprise-3.5.1-windows.zip		
Windows 32 bit	ongdb-enterprise-3.5.1-windows.zip		
Docker Image	ONgDB 3.5.1 Docker Hub  docker run \    publish=7474:7474publish=7687:7687 \    volume=\$HOME/neo4j/data:/data \     graphfoundation/ongdb:3.5.1  Go to: http://localhost:7474		

### **Highlights**

- · Update reported metrics types to correctly represent nature of reported event
- Removes explicit neo4j-admin import db existence check
- · Fix public api: revive legacy iterators
- Fix VM pause monitor logging

- Fix an error that made the timestamp function case sensitive
- Fix issue with compiled runtime and count(), where transient entity inconsistencies would make some aggregating queries (e.g. MATCH (n:Artist) WHERE n.name = 'Madonna' RETURN count(n)) return fewer rows than expected

#### **Detailed Changes and Docs**

For the complete list of all changes, please see the changelog. Look for 3.5 Operations manual here.

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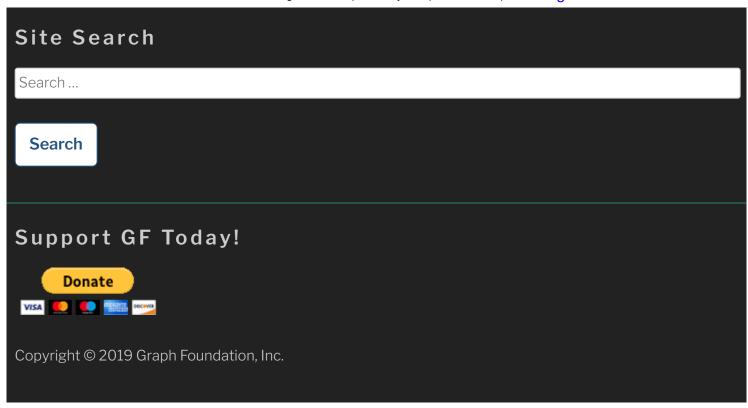
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# **EXHIBIT J**

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# ONgDB 3.5.3

**RELEASE DATE: 11 FEBRUARY 2019** 

ONgDB 3.5.3 is a maintenance release with many important improvements and fixes.

Mac/Linux	ongdb-enterprise-3.5.3-unix.tar.gz		
Windows 64 bit	ongdb-enterprise-3.5.3-windows.zip		
Windows 32 bit	ongdb-enterprise-3.5.3-windows.zip		
Docker Image	<pre>ONgDB 3.5.3 Docker Hub  docker run \</pre>		

### **Highlights**

- Fix bug in slotted NodeRightOuterHashJoin, which would lead to wrong results.
- Adds IndexReader#distinctValues() able to access all distinct values in an index with number of indexed entries for each value. Values are materialized if user requests it and the index supports materialization of actual values.
- Fix issue with PROFILE and EXPLAIN of queries with unusual variable names
- Delete spammy log line reported on LEADER on FOLLOWER failure

### **Detailed Changes and Docs**

For the complete list of all changes, please see the changelog. Look for 3.5 Operations manual here.

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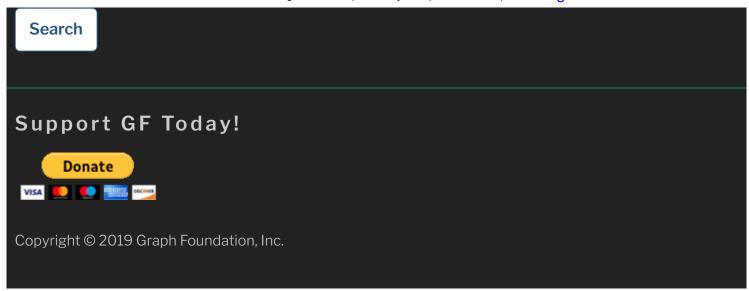
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The word responsibility can be thought of in a simple way. If you have an *ability* what is your *response* to that ability? If there's a need and you're able to meet it, what is your response? Will you act and use your ability to improve the situation for the betterment of everyone? If keeping the best open source graph database on the market today fully open source and truly enabling "Graphs for Everyone" is a mission for you and/or your organization then keep reading through to the end. If you care but don't need to know all the details right now then skip down to the TL;DR.

We've been in the graph community for a while now (circa 2011) and we know a bit about the origins of the open source neo4j graph database. We've seen first-hand the powerful transformation that graph brings to organizations and its potential to enhance the way complex data is stored, processed and queried now and in the future. We know that the success of an open source database goes well beyond the commits made to the repository. Engineering is important, yes, and there is plenty of that needed when building a database, but it's not the only contributing factor to enabling a great open source database, especially in the emerging graph database space. There are many key roles including entrepreneurs to build supporting businesses and ecosystem products, early customer adopters, implementations that stress and push the technology to the edge, testing and reporting defects from usage, promotion, discussion and exposure at events, meetups and conferences, community support, training and skill building across the user base, a sharing of vision and community involvement and likely many more that we don't even see.

The open source neo4j graph database (hereafter the lowercase "neo4j") has thrived since 2011 because it has been fully open source. In the very early days it's difficult to get adoption of a new database technology, especially one that is closed source. Many organizations have open source initiatives, especially around databases, to avoid the lock-in and closed ecosystems that occur with relational databases from Oracle, SAP and Microsoft. The open stack initiative was born out the need to scale database technologies to achieve business solutions without facing unknown and often staggering licensing costs. The Open Source Initiative created momentum around the adoption of open source databases and neo4j has benefitted from this by being fully open source.

Unfortunately neo4j has always had a split licensing personality. In the early days, Emil (founder and CEO of Neo Technology, Inc.) faced challenges in how to commercialize neo4j and figure out what features were enterprise vs. community. In the end, the line was drawn to designate clustering, backups, restore, monitoring, metrics, security, constraints, scalable database format for big graphs, and enhance cypher as enterprise features while the core kernel, cypher and server capabilities would be designated as community. With the separate designations for enterprise and community came separate licenses AGPLv3 and GPLv3 respectively. Why Emil chose these licenses stems from the beginning when neo4j was mostly used as an embedded database and the less permissible enterprise AGPLv3 license would have required some projects embedding neo4j enterprise to be open source or get a commercial license (in the early days we worked on some of these embedded cases).

When server mode emerged in 1.8 (2012) and folks stopped embedding neo4j, the AGPLv3 open source license allowed usage of the standalone server without a commercial license. The introduction of server mode was essential and if the license had changed at that time to restrict enterprise features (such as clustering in server mode), it would have greatly impacted the adoption of still very immature database. Instead, what followed was the start of Neo Technology's split licensing personality. On the one hand, if you visited the Github neo4j open source project you would see an AGPLv3 license that allowed enterprise usage and at the major Graph Connect conference Neo Technology would promote these enterprise features and the open source contribution of them. On the other hand, sales and marketing would create confusion among commercial users that neo4j enterprise needed a license to avoid open sourcing their project code (which was only true for embedded use cases of which there are only a handful still to date).

It was only recently that Neo4j, Inc. came into existence. Before that it was Neo Technology, Inc. and the commercial license was so appropriately called the Neo Technology Commercial License (NTCL). This meant community and enterprise could be used as-is without warranty under GPLv3 and AGPLv3 respectively or exclusively enterprise supported under the NTCL. Any neo4j users had the freedom to checkout neo4j community and enterprise source under one GitHub repository, compile and run all the tests, see the open development of the project, report issues and build distributions of both community and enterprise under GPLv3 and AGPLv3 respectively. This was good for community as it showed a vibrant ecosystem where everyone understood that core freedoms were being promoted and Neo Technology was able to commercialize enterprise under NTCL for enterprise customers that needed support.

At some point in neo4j's growth and adoption, around year 2015, neo4j became a clearly viable database – this wasn't the case from 2011-2015 when it suffered heavily from failed deployments as the result of scalability and reliability issues for many now common use cases. With neo4j becoming increasingly popular and more commercial licenses in hand, Neo Technology accelerated commercialization efforts around neo4j enterprise which included an increase in marketing rhetoric that focused on commercial customers needing a license (NTCL) to use enterprise. At the same time, Neo Technology continued to promote the open source nature and contributions of the company. This dual position led to confusion in the community and frustrations among commercial neo4j users but ultimately allowed Neo Technology to grow its commercial customer base while appealing to open source communities giving it all the benefits of riding the open source wave.

It was between 2016-2018 that Neo Technology made the big changes. Unknown to the community they acquired trade marks on Neo4j and Cypher (both were commons usage until that point) and Neo Technology, Inc. changed its name to Neo4j, Inc. The build tooling that had allowed neo4j enterprise users to build enterprise distributions was removed from the open source repository. The enterprise license changed from AGPLv3 to AGPLv3 + Commons Clause and was applied to the then mainline 3.4 release and backported to patch releases for 3.2 and 3.3 to attempt a block at subsequent patch releases. And when Neo4j, Inc. realized that the additional Commons Clause didn't prevent usage of enterprise features, it made the ultimate decision to remove all enterprise modules including tools and tests from open source and declare publicly that Neo4j, Inc. is now an Open Core organization leaving neo4j community alone as open source.

So why does it matter so much that the enterprise features were taken closed? Well for any like-minded architects out there with open source initiatives we know that a database we choose needs to be open source so we can see it, build it, know there is a community engaged around it and good commercial support so that our organization has the option to reduce risk and improve business continuity as desired. We also know that any viable database needs to be performant (enhanced cypher runtime), vertical and horizonal scale (clustering, sharding, query parallelization), operational and administration ease (backups, restore, monitoring, metrics, logging), security to lock it down and constraints to ensure integrity. All of these are core features for a modern database to be in a modern data architecture. It was the enterprise features and the fact they were open that enabled neo4j to enter the modern architecture. The reason we say modern architecture is because it's not just an enterprise architecture. Any more these days, any initiative worth undertaking requires a scalable architecture. Any product or platform worth building demands an underlying scalable foundation and very often an open source architecture in addition. The remaining community features do not meet these needs and while enterprise features can still be access through Neo4j, Inc. they are propriety and do not meet open initiative requirements.

Organizations that adopt a proprietary enterprise should be aware of the specialized data format in enterprise today. The database format for building large graphs (bigger than 34 billion nodes/relationships) was designated as an enterprise feature and is required when using enterprise. When users move from community to enterprise there is a data format migration performed that is irreversible. This means that all enterprise users today, after they upgrade to 3.5 will be using a proprietary data format that will forever have them locked-in. Based on Neo4j, Inc.'s trajectory, this may be intentional so they can continue to move closer to their vision of becoming the Oracle of graph databases as they think of it.

We see a bigger vision for graph unfolding where there is going to be a much bigger need for scalability, performance and compute in a distributed manner as graphs begin to play a central role in machine learning, artificial intelligence and the new age definitions of both as they will be continue to be redefined to move beyond the definitions from the 60's. The way we see it, clustering, sharding, parallel cypher and big graph performance will be essential in this coming age and cannot be proprietary, closed source enterprise features. Every organization has a vested interest in this future mission and it's essential that the handling of this critical component is done in the open for everyone.

The only way for neo4j enterprise users and those community users needing enterprise features is to make a bold move to The Graph Foundation. We started Graph Foundation, Inc. (referred to as The Graph Foundation) in June 2018 when we noticed Neo4j's position beginning to change and the implications of this for the community and ecosystem. The Graph Foundation is a nonprofit with 501(c)(3) status and its goal is to take over neo4j enterprise development and continue forward under a model that closely resembles that of The Linux Foundation.

We see that one of the most important aspect about neo4j is that it's an open source native graph database. We call it native to separate from other graph layers built on RDBMS and NoSQL databases that use indexes or joins to form relationships while native graphs like neo4j store nodes and relationships as fast mapped pointers at a store level giving peak performance when traversing complex, densely connected data. In 2003, we were obsessed with learning about open source and the world that it had created. As a big users of Linux we learned of the efforts of the Free Software Foundation that gave us not only the freedoms we came to know and love but the tools to build and thrive without limitations. As a throwback to those early days and our beginnings on GNU (remember GNU's Not Unix), we decided on the name ONgDB (oh-n-gee-db) which stands for Open Native Graph DB but also ONgDB's Neo4j Graph DB. We just couldn't resist the double meaning and the shout out to those that have come before us in pioneering the Free Open Source Software movement.

In order to move ONgDB forward in a significant way, we're going to need a lot of help. If keeping the best graph database on the market today open source and truly enabling "Graphs for Everyone" is a mission for you and/or your organization, there are a few things you can do to be an activist in this mission and help the cause.

First, help spread the word and make every individual and organization aware of what's happening. Don't let the conversation end at a press release from Neo4j, Inc. This is bigger than that and Neo4j does not represent the collective voice of the graph community now or those that will need an open community and its solutions in the future. The fate of many is incorrectly in the hands of a few that do not seek interests in the best alignment for the future in store for us all.

Second, if you have the skill, ability or just sheer passion for learning and working with a foundation of inspiring individuals ready to teach and help you grow, this is one of the greatest technology initiative of your time to be part of in ushering in a change for the ages. We are going to take graph to the next level and you will be part of this historical movement.

Third, if you have open initiatives for data architecture at your organization then you need to cut your licenses from Neo4j, Inc. Don't invest monetarily in a proprietary future. If you need commercial support beyond the community, and many organizations will, The Graph Foundation has commercial sponsors working and contributing to the open source initiative and you should contact us for those commercial sponsors that will work with you to give you the support, liability and warranty you need to succeed. Many of the engineers working on ONgDB alongside foundation engineers are coming from commercial sponsors that are donating time and resource to move the mission forward. Sponsors such as GraphGrid,

the top contributor to date have the most talented pool of engineers and commercial momentum to give enterprise customers the best choice for commercial support.

Lastly, The Graph Foundation does have operating costs and is being donated to heavily by sponsors like GraphGrid. In order for the foundation to move forward we need to have more capacity within the foundation to continue on development and road mapping. Our desire is to have many commercial entities influencing the future decisions of The Graph Foundation. The Graph Foundation is a 501(c)(3) which has nonprofit status from the IRS so any donations are tax deductible by any enterprise that makes a donation. Corporate sponsorship will help ensure The Graph Foundation thrives and has the backing to correctly move the broader graph vision forward in a way that serves those most invested in the future of graph.

We see the future ahead; it's connected and built on graph. We want to connect with you, right now to ensure that this future remains free and open to all. To this end we will not stop to until we have brought to fruition this vision which stands before us all. Will you join this mission?

TL;DR

Neo4j, Inc. made key performance, scalability and security features proprietary as of 3.5

We must protect the freedoms of neo4j enterprise users by keeping enterprise open source to ensure a vibrant future for everyone, not the few

Under current enterprise designations, the biggest gains in big graphs to power AI/ML/DeepGL, distributed/parallel Cypher and large clusters with sharding will be Neo4j Enterprise Edition features and require lock-in to a proprietary database

The Graph Foundation, a nonprofit 501(c)(3), is taking over enterprise open source development and with the help of sponsors and the community will push forward a vision of graph that will be for everyone

The Graph Foundation needs help! Consider sponsoring and getting commercial support from approved commercial sponsors to ensure enterprise development continues forward



**Brad Nussbaum** 

Tags: FOSS, Neo4j, ONgDB

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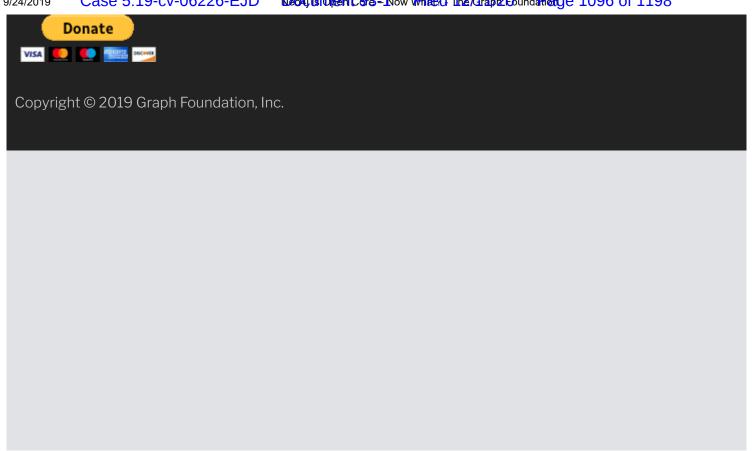
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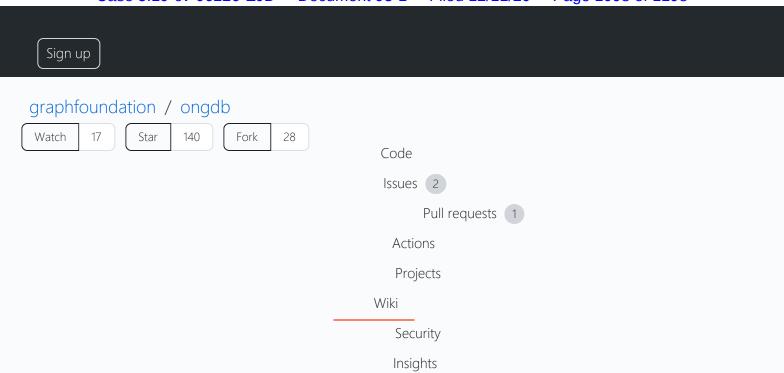
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# **EXHIBIT** L



# ONgDB 3.4 Docs

Brad Nussbaum edited this page Apr 9, 2020 · 3 revisions

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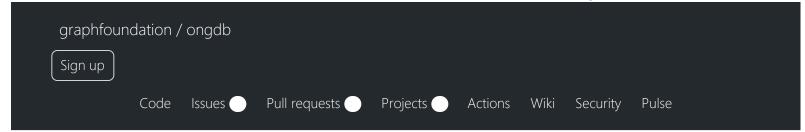
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# **EXHIBIT M**



### Docs

Brad Nussbaum edited this page Mar 26, 2020 · 3 revisions

The ONgDB documentation is divided into different documentation for different editions and releases. You'll find relevant links to all of these resources on this index page.

### Under development

- ONgDB 4.0
- ONgDB 3.6

#### Latest release

• ONgDB 3.5

#### Older releases

• ONgDB 3.4





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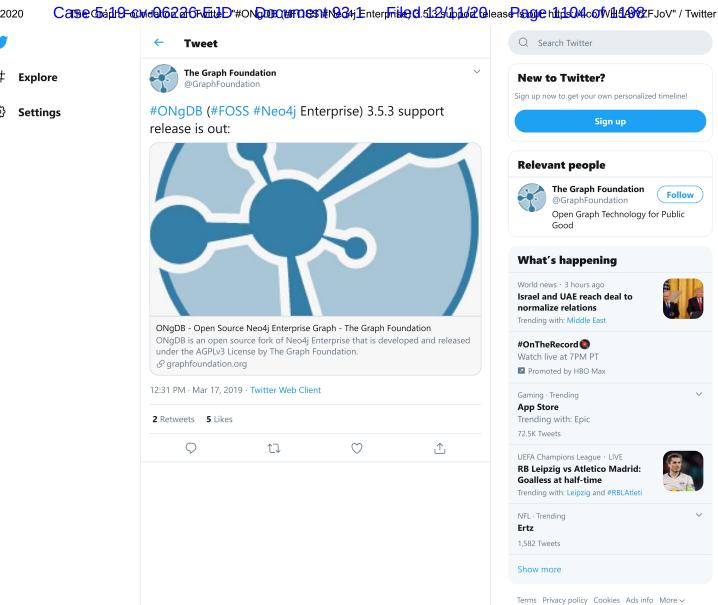
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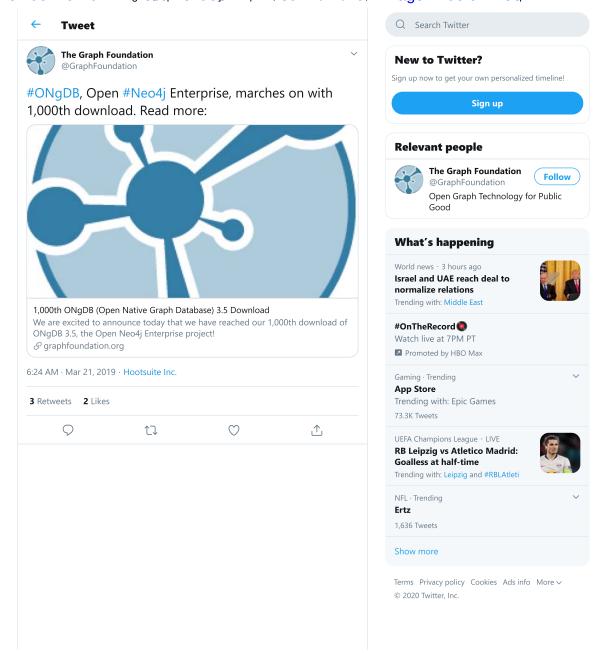


# **EXHIBIT O**



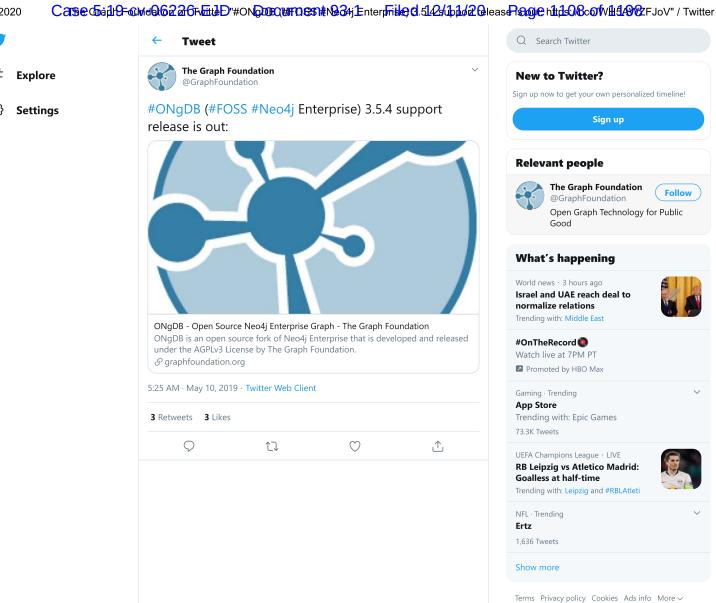


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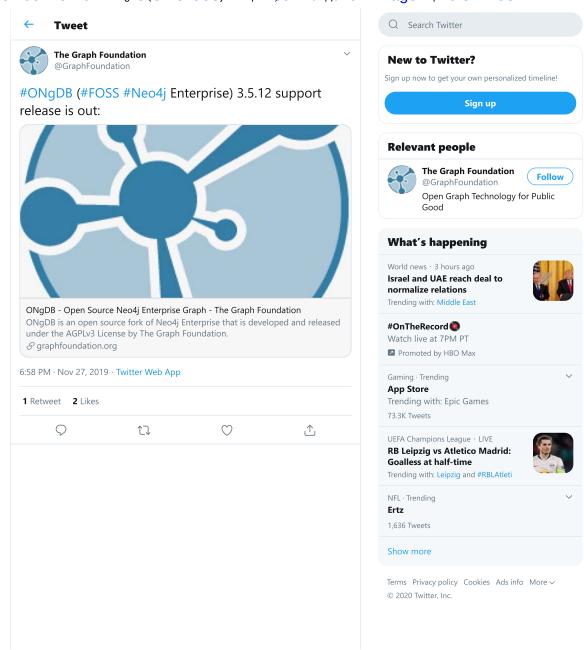


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**EXHIBIT Q** 



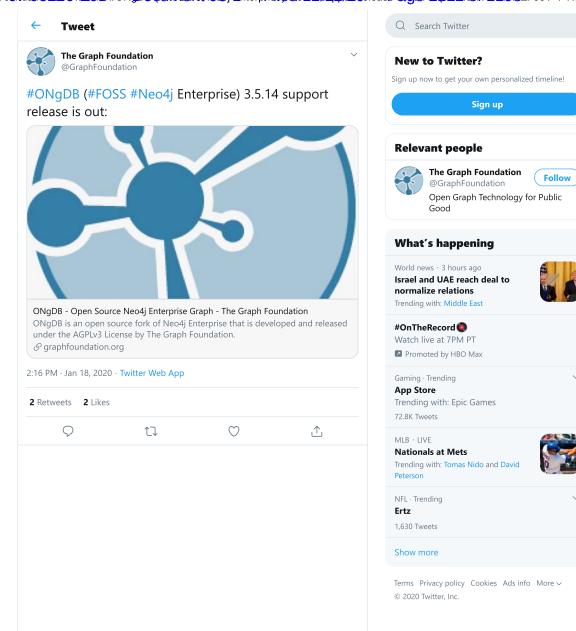




**EXHIBIT R** 

**Explore** 

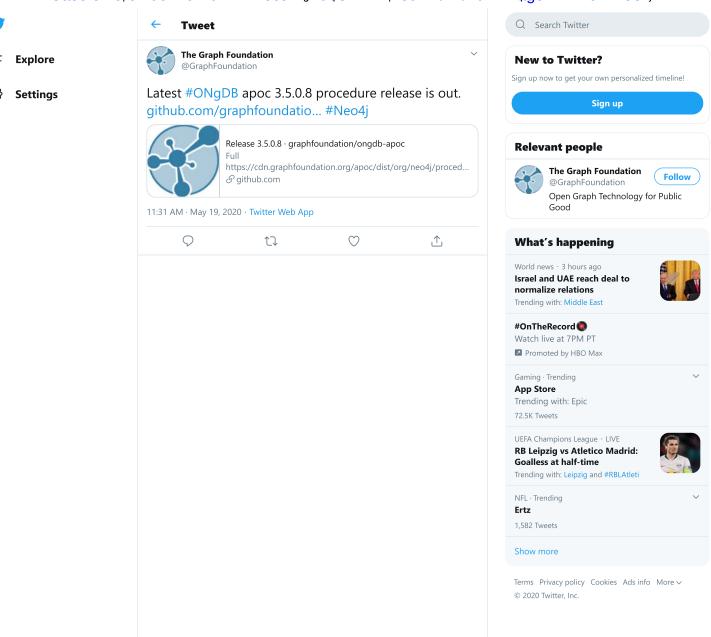
Settings





# **EXHIBIT S**





Log in

# **EXHIBIT T**





# Trademark Guidelines

#### **Legal Notices**

**Terms** California Privacy Rights **Privacy Policy** Trademark Policy Modern Slavery Statement

This document outlines the policy for allowable uses of trademarks owned by Neo4j, Inc. and its subsidiaries ("Neo4j") by other parties.

Neo4j owns all Neo4j-related trademarks, service marks, and logos on behalf of our communities and the names of all Neo4j® projects are trademarks of Neo4j.

The role of trademarks is to provide assurance about the quality of the products or services with which the trademark is associated. Neo4j has established this Policy to encourage others to make accurate, non-confusing use of the Neo4j trademarks, while also ensuring that those trademarks maintain their distinctiveness and strength as reliable indicators of the source and quality of Neo4j products and services. Although some Neo4j projects may be available under free and open licenses, those licenses cover copyright only and do not include any express or implied right to use our trademarks. Neo4j does not allow third parties to use its trademarks without a written agreement or express permission. Thus, Neo4j projects that are available under open source licenses may be copied, modified, or sold by third parties, but they cannot be branded or marketed with Neo4j trademarks in the absence of a trademark license.

While open-source licenses allow modification of copyrighted software and distribution in original or modified form, such distribution could be misleading if distributed under the same name. This could cause confusion among consumers of the software as to source. They may mistakenly believe they are receiving software that is produced or supported by Neo4j. This Policy describes the circumstances under which you may use our trademarks, regardless of the type of license you may have from Neo4j. In this Policy we

are not trying to limit the lawful use of our trademarks, but rather describe for you what we consider the parameters of lawful use to be. Trademark law can be ambiguous, so we hope to provide enough clarity for you to understand whether we will consider your use licensed or non-infringing.

Neo4j® software, which is created and/or distributed by Neo4j, is the software in the exact form that it is distributed by Neo4j without modification of any kind. To the extent any authorized modifications are made to the software, such modified software should no longer bear the Neo4j trademarks. The public has a right to know when it is receiving a genuine Neo4j® product that is quality assured by Neo4j.

The sections that follow describe what trademarks are covered by this Policy, as well as uses of the trademarks that are allowed without additional permission from us. Any use that does not comply with this Policy or for which we have not separately provided written permission is not a use that we have approved, so you must decide for yourself whether the use is nevertheless lawful.

# **Our Commitment to Open Source Principles**

We want to encourage and facilitate the use of our open source software by the community, but do so in a way that still ensures that the Neo4j trademarks are meaningful as a source and quality indicator for our software and the associated goods and services and continue to embody the high reputation of the software and the community associated with it. This Policy therefore tries to strike the proper balance between: 1) our need to ensure that our trademarks remain reliable indicators of the qualities that they are meant to preserve and 2) our community members' desire to be full participants in Neo4j® projects.

# **Trademarks Subject to the Guidelines**

#### Our Trademarks

This Policy covers the following non-exhaustive list of our trademarks:

 Our word trademarks and service marks (the "Word Marks"): Neo4j®
 Cypher® Neo4j® Bloom™

Neo4j® Desktop™

Neo Technology®

2. Our logos (the "Logos")





 The unique visual styling of our website and elements used in or otherwise related to the products and services we offer (the "Trade Dress"). See our Style Guide for further information.

This Policy encompasses all trademarks and service marks, whether Word Marks, Logos or Trade Dress, which are collectively referred to as the "Marks." Some Marks may not be registered, but registration is not necessarily required for ownership of trademarks. This Policy covers our Marks whether they are registered or not.

# **Universal Considerations for All Uses**

The following guidelines show proper (and improper) use of Marks. Any use of the Marks must be licensed and comply with these guidelines. Whenever you use one of the Marks, you must always do so in a way that does not mislead anyone, either directly or by omission, about exactly what they are getting and from whom. For example, you cannot say you are distributing the Neo4j® software when you're distributing a modified version of it, because people would be confused when they are not getting the same features and functionality they would get if they downloaded the software directly from us. You also cannot distribute Neo4j® software using the Marks if you do not have a license from us, because that would imply that your distribution comes from or is supported by Neo4j. You cannot use our Marks on your website in a way that suggests that your website is an official website or that we endorse your

website, unless permitted in a written agreement with us. You can, though, say you like the Neo4j® software, say that you participate in the Neo4j® community, or refer to Neo4j® products and services.

This fundamental requirement, that it is always clear to people what they are getting and from whom, is reflected throughout this Policy. It should also serve as your guide if you are not sure about how you are using the Marks.

#### In addition:

You may not use the Marks in association with the use or distribution of software if you are also not in compliance with the copyright license for the software.

You may not use or register, in whole or in part, the Marks as part of your own trademark, service mark, domain name, company name, trade name, product name or service name.

Provided that you have obtained a license from Neo4j, you can use the Word Marks in book and article titles, and the Logo in illustrations within the document, as long as the use does not suggest that we have published, endorse, or agree with your work.

Trademark law does not allow your use of names or trademarks that are too similar to ours. You therefore may not use an obvious variation of any of our Marks or any phonetic equivalent, foreign language equivalent, takeoff, or abbreviation for a similar or compatible product or service. This includes combinations or integrations of all or portions of the Marks in a way that the public may think of the use as a new mark (e.g. SuperNeo4j, or Neo5k).

You agree that you will not acquire any rights in the Marks and that any goodwill generated by your use of the Marks inures solely to our benefit.

# **Proper Use of the Marks**

These rules hold true for all trademarks, not just ours, so you should follow them for our Marks as well as anyone else's.

Always use the Marks in their Exact Form and Distinguishable from Other Text.

Always use the Word Marks in a manner distinguished from surrounding text,

with initial capital letters, and in the exact form with the correct spelling (neither abbreviated, hyphenated, or combined with any other word or words).

CORRECT	INCORRECT
Neo4j®	NEO4J Neo-4j neo4j n4j Neo

<u>Use Marks as Proper Adjectives Followed by a Generic Term.</u> Trademarks should be used as adjectives followed by a generic modifier, and not as nouns or verbs. Trademarks are products or services, never actions. Do not use "a" or "the" to refer to an instance of the Marks. For example:

CORRECT	INCORRECT
The Neo4j® graph platform is widely used in many industries.	
I was able to quickly realize	Neo4j® is widely used.
graph epiphanies with Neo4j® Bloom™	We use the Neo4j.
visualization software.	I use Cypher.
I downloaded the Neo4j® database from neo4j.com.	I load data into and out of Neo4j.
Cypher® query language	

<u>Do Not Use Marks in the Possessive Form.</u> Because trademarks are not nouns, they should not be used in the possessive from. For example:

CORRECT	INCORRECT

The Neo4j® graph database software presents and stores data natively as a graph.	Neo4j's storage presents and stores data natively as a graph.
--	---

<u>Do Not Use Marks in the Plural Form.</u> Because trademarks are not nouns, they should not be used in the plural form. For example:

The Neo4j® platform allows High-availability multiple clustering allows instances of the Neo4j database software to form a single highly-  High-availability clustering allows instances to be formed using multiple Neo4js.
available cluster.

# Do Not Use Marks to Suggest Endorsement by Neo4j.

CORRECT	INCORRECT
	"Open Neo4j"
graph database software	XYZ ENTERPRISE 3.4.9 (FREE AND OPEN UNRESTRICTED NEO4J ENTERPRISE FORK)

# Use of Logos

You may not change any Logo except to scale it proportionally. This means you may not add decorative elements, change the colors, change the proportions, distort it, add elements, or combine it with other logos. The logo may only be used displaying the exact colors shown in our Style Guide.

#### Mark Attribution and Notices

The first or most prominent mention of a Mark on a webpage, document, packaging, or documentation should be accompanied by a symbol indicating whether the mark is a registered trademark ("®") or an unregistered trademark ("™").Also, if you are using our Marks for uses for which we are granting a separate license, please put following notice at the foot of the page where you have used the Mark (or, if in a book, on the credits page), on any packaging or labeling, and on advertising or marketing materials: "Neo4j is a trademark or registered trademark of Neo4j, Inc. or its subsidiaries in the United States and/or other countries."

# Possible Infringement

If you are aware of any confusing use or misuse of the Marks in any way, we would appreciate you bringing this to our attention. Please contact us at webinfo@neo4j.com so that we can investigate it further.

#### <u>Updates</u>

Neo4j reserves the right to modify or update this Policy at any time. You should review this Policy from time to time so that you will be aware of any modifications or updates as they will apply as soon as they as posted on this page.

#### <u>Further Information</u>

Neo4j has tried to make this Trademark Policy as comprehensive and understandable as possible. If you have any questions about this Policy, would like to speak with us about the use of our Marks in ways not described in the Policy, or see any abuse of our Marks, please contact us.

Updated April 3, 2019

Document 93-1

Filed 12/11/20

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CONTACT US  $\rightarrow$ 

US: 1-855-636-4532

Sweden +46 171 480 113

UK: +44 20 3868 3223

France: +33 (0) 8 05 08 03 44

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Neo4j<sup>®</sup>, Neo Technology<sup>®</sup>, Cypher<sup>®</sup>, Neo4j<sup>®</sup> Bloom<sup>™</sup> and Neo4j<sup>®</sup> Aura<sup>™</sup> are registered trademarks

of Neo4j, Inc. All other marks are owned by their respective companies.

Contact Sales: 1.855.636.4532

Email a graph expert

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Defendant GRAPH

# FOUNDATION, INC. ("GFI") hereby supplements its response to Plaintiff NEO4J, INC.'s ("Neo4J" or "Plaintiff") First Set of Requests for Admission as follows:

#### PRELIMINARY STATEMENT

The following responses are made solely for the purpose of, and in relation to, this action. Each response is provided subject to all appropriate objections (including, without limitation, objections concerning competency, relevancy, materiality, propriety, and admissibility) that would require the exclusion of any statement contained herein if the statement were made by a witness present and testifying in court. All such objections and grounds therefore are reserved and may be interposed at the time of trial.

The following responses are based on the facts and information presently known and available to GFI. Discovery, investigation, research, and analysis are still ongoing in this case and may disclose the existence of additional facts, add meaning to known facts, establish entirely new factual conclusions or legal contentions, or possibly lead to additions, variations, or changes to these responses. Without being obligated to do so, GFI reserves the right to change or supplement these responses as additional facts are discovered, revealed, recalled, or otherwise ascertained, and as further analysis and research disclose additional facts, contentions or legal theories which may apply.

#### **GENERAL OBJECTIONS**

- 1. GFI objects to the Requests in their entirety, and to each individual interrogatory therein, to the extent that they purport to require GFI to provide information concerning persons or entities other than GFI, on the grounds that the Requests, to that extent, are overbroad and seek information that is neither relevant to the subject matter of this Action nor reasonably calculated to lead to the discovery of admissible evidence, or if relevant, so remote therefrom as to make their disclosure of little or no practical benefit to Neo4j, while placing an unwarranted and extreme burden and expense on GFI in ascertaining, gathering and providing such information.
- 2. GFI objects to the Requests in their entirety and to each individual interrogatory therein, to the extent that they seek information that is not relevant and does not appear reasonably

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calculated to lead to the discovery of admissible evidence.

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**RESPONSE**:

**RESPONSE:** 

Admit.

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- 27 **REQUEST FOR ADMISSION NO. 3:**

- 3. GFI objects to the Requests in their entirety and to each individual interrogatory therein, to the extent that they purport to require GFI to provide information that is not within its possession, custody, or control.
- 4. GFI objects to the Requests in their entirety, and to each individual interrogatory therein, to the extent they purport to require GFI to provide information that has already been provided by parties in this Action, or that could be provided by parties to this Action, or nonparties.
- 5. GFI objects to the Requests in their entirety, and to each individual interrogatory therein, to the extent they seek information prepared in anticipation of, or in connection with this Action, or information protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege against disclosure.
- 6. GFI objects to "Instructions" contained in the Requests, to the extent that they are inconsistent with and/or seek to impose obligations beyond those imposed by the Federal Rules of Civil Procedure and the Local Civil Rules.

# RESPONSES TO REQUESTS FOR ADMISSION

# **REQUEST FOR ADMISSION NO. 1:**

- Admit that Graph Foundation, Inc. (hereafter referred to as "GFI") does not have a license to use U.S. Trademark Registration No. 4,784,280 for the word mark "NEO4J" (hereafter referred to as the "NEO4J® Mark").
  - Admit.
- **REQUEST FOR ADMISSION NO. 2:** 
  - Admit that GFI owns the domain <u>www.graphfoundation.org</u>.
  - - Admit that GFI controls the website located at www.graphfoundation.org.

1	RESPONSE:
2	Admit.
3	REQUEST FOR ADMISSION NO. 4:
4	Admit that GFI has used the phrase "ONgDB – Open Neo4j Enterprise – The Graph
5	Foundation" on its website located at <a href="https://www.graphfoundation.org">www.graphfoundation.org</a> .
6	RESPONSE:
7	Defendant admits that this phrase was used prior to GFI being made aware of the Neo4j
8	trademark.
9	REQUEST FOR ADMISSION NO. 5:
10	Admit that <b>Exhibit A</b> attached hereto is a true and correct printout of the webpage located
11	at https://www.graphfoundation.org/projects/ongdb/ as it existed on September 24, 2019.
12	RESPONSE:
13	Admit.
14	REQUEST FOR ADMISSION NO. 6:
15	Admit that the webpage located at https://www.graphfoundation.org/projects/ongdb/ was
16	titled "ONgDB – Open Neo4j Enterprise – The Graph Foundation" as of September 24, 2019.
17	RESPONSE:
18	Defendant objects to this Request on the ground that its use of the term "titled" renders it
19	vague, ambiguous, and unintelligible. Without waving this objection, Defendant admits that the
20	quoted language was present on the identified web page on that date which was used prior to GFI
21	being made aware of the Neo4j trademark.
22	REQUEST FOR ADMISSION NO. 7:
23	Admit that GFI used the NEO4J® Mark in the title of its webpage
24	https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019.

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Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that the word "Neo4j" was present on the identified web page on that date which was used prior to GFI being made aware of the Neo4j trademark.

#### **RESPONSE**:

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits it used the word "Neo4j" on the identified web page on that date which was used prior to GFI being made aware of the Neo4j trademark.

#### **REQUEST FOR ADMISSION NO. 8:**

Admit that GFI did not have Neo4j, Inc.'s authorization to use the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019.

#### **RESPONSE**:

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that it did not obtain authorization from Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

#### **REQUEST FOR ADMISSION NO. 9:**

Admit that GFI's use of the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019 was unlicensed.

#### **RESPONSE**:

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that it did not enter into an agreement with Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark" in the title renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant admits that it was not granted a license by Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

#### **REQUEST FOR ADMISSION NO. 10:**

Admit that GFI's use of the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019 did not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE:**

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Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant responds: Denied.

#### **REQUEST FOR ADMISSION NO. 11:**

Admit that GFI's use of the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of September 24, 2019 infringed the NEO4J® Mark.

#### **RESPONSE**:

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant responds: Denied.

#### **REQUEST FOR ADMISSION NO. 12:**

Admit that the statement "ONgDB distributions are licensed under AGPLv3 as a free and open drop-in replacements of Neo4j Enterprise commercial licensed distributions with the same version number" made in **Exhibit A** attached hereto is not 100% accurate.

#### **RESPONSE:**

Defendant objects to this request on the grounds that its use of the term 100% accurate is vague, ambiguous, and unintelligible in connection with the quoted language and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the grounds that its use of the term 100% accurate is vague, ambiguous, and unintelligible in connection with the quoted language. Defendant further objects to the request on the ground that it is vague as to time. Without waiving these objections,

and subject to it, Defendant responds: Denied.

#### **REQUEST FOR ADMISSION NO. 13:**

Admit that **Exhibit B** is a true and correct printout of Neo4j, Inc.'s Trademark Guidelines available on its website on September 26, 2019.

#### **RESPONSE**:

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Defendant is without sufficient information to admit or deny this request and, on that basis, denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant admits that it became aware when it was served with the Complaint in this action that Neo4J, Inc. claimed that it had Trademark Guidelines in the form attached to the Complaint and that Neo4J, Inc. had posted purported Trademark Guidelines on its website.

Defendant is without sufficient information to admit or deny the remainder of the request and, on that basis, denies the request.

#### **REQUEST FOR ADMISSION NO. 14:**

Admit that you were aware of Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** as early as September 26, 2019.

### RESPONSE:

Denied.

#### **REQUEST FOR ADMISSION NO. 15:**

Admit that the Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** state they were last updated on April 3, 2019.

#### **RESPONSE:**

Defendant admits that the document attached as Exhibit B contains a statement to that effect. Defendant is without sufficient information to admit or deny the remainder of this request and, on that basis, denies the request.

#### **REQUEST FOR ADMISSION NO. 16:**

Admit that you were aware of Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** as early as April 3, 2019.

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Denied.

#### **REQUEST FOR ADMISSION NO. 17:**

Admit that the Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** were viewable on Neo4j, Inc.'s website on September 24, 2019.

#### **RESPONSE**:

Defendant is without sufficient information to admit or deny this request and, on that basis, denies the request.

#### **REQUEST FOR ADMISSION NO. 18:**

Admit that you were aware of Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** as early as September 24, 2019.

#### **RESPONSE**:

Denied.

#### **REQUEST FOR ADMISSION NO. 19:**

Admit that Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** were attached as an exhibit to Neo4j, Inc.'s Complaint filed on October 1, 2019.

#### **RESPONSE:**

Defendant admits that a document appearing to be the same as Exhibit B was attached to the Complaint. Defendant is without sufficient information to admit or deny the remainder of this request and, on that basis, denies the request.

#### **REQUEST FOR ADMISSION NO. 20:**

Admit that you have been aware of Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** as least as early as December 26, 2019 when you filed your answer to Neo4j, Inc.'s Complaint.

#### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "been aware" is vague, ambiguous, and unintelligible. Defendant admits that a document appearing to be the same as Exhibit B was attached to the Complaint. Defendant is without sufficient information to admit or deny the remainder of this request and, on that basis, denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant admits that it became aware when it was served with the Complaint in this action that Neo4J, Inc. claimed that it had Trademark Guidelines in the form attached to the Complaint and that Neo4J, Inc. had posted purported Trademark Guidelines on its website. Defendant is without sufficient information to admit or deny the remainder of the request and, on that basis, denies the request.

#### **REQUEST FOR ADMISSION NO. 21:**

Admit that GFI's use of the NEO4J® Mark in the title of its webpage attached hereto as **Exhibit A** violated Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

#### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and, on that basis, denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the word "Neo4j" on the identified website. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 22:**

Admit that **Exhibit** C attached hereto is a true and correct printout of the webpage located at https://www.graphfoundation.org/projects/ongdb/ as it existed on June 10, 2020.

#### **RESPONSE**:

Admit.

# **REQUEST FOR ADMISSION NO. 23:**

Admit that the webpage located at https://www.graphfoundation.org/projects/ongdb/ was titled "ONgDB – Open Neo4j Enterprise – The Graph Foundation" as of June 10, 2020.

#### **RESPONSE**:

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Defendant objects to this request on the ground that its use of the term "titled" is vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that the words identified appeared on the webpage at that time.

#### **REQUEST FOR ADMISSION NO. 24:**

Admit that GFI used the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020.

#### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "title" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that "Neo4j" appeared on the webpage at that time.

#### **RESPONSE:**

Defendant objects to this request on the ground that its use of the term "title" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that it used the word "Neo4j" on the webpage at that time.

# **REQUEST FOR ADMISSION NO. 25:**

Admit that GFI did not have Neo4j, Inc.'s authorization to use the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020.

#### **RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that it did not enter into an agreement with Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

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#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that it did not receive authorization from Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

#### **REQUEST FOR ADMISSION NO. 26:**

Admit that GFI's use of the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020 was unauthorized.

#### **RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that it did not enter into an agreement with Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that it did not receive authorization from Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

# **REQUEST FOR ADMISSION NO. 27:**

Admit that GFI's use of the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020 did not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE**:

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant responds: Denied.

#### **REQUEST FOR ADMISSION NO. 28:**

Admit that GFI's use of the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020 infringed the NEO4J® Mark.

#### **RESPONSE**:

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant responds: Denied.

#### **REQUEST FOR ADMISSION NO. 29:**

Admit that the Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** have been in effect since Neo4j, Inc. filed this lawsuit against GFI on October 1, 2019 through the date of these requests.

#### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "in effect" is vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant responds that it is without sufficient information to admit or deny this request and, on that basis, denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant admits that it became aware when it was served with the Complaint in this action that Neo4J, Inc. claimed that it had Trademark Guidelines in the form attached to the Complaint and that Neo4J, Inc. had posted purported Trademark Guidelines on its website.

Defendant is without sufficient information to admit or deny the remainder of the request and, on that basis, denies the request.

#### **REQUEST FOR ADMISSION NO. 30:**

Admit that the Neo4j, Inc.'s Trademark Guidelines in **Exhibit B** were viewable on Neo4j, Inc.'s website as of June 10, 2020.

#### **RESPONSE:**

Defendant is without sufficient information to admit or deny this request and, on that basis, denies the request.

#### **REQUEST FOR ADMISSION NO. 31:**

Admit that GFI's use of the NEO4J® Mark in the title of its webpage https://www.graphfoundation.org/projects/ongdb/ as of June 10, 2020 violated Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

#### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and, on that basis, denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the word "Neo4j" on the identified website. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

### **REQUEST FOR ADMISSION NO. 32:**

Admit that GFI's use of "neo4j enterprise" in all lower case on its website, www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B.** 

#### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the phrase "neo4j enterprise" on the identified website. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 33:**

Admit that GFI's use of "neo4j enterprise" without proper trademark notice on its website, www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as

# **RESPONSE**:

Exhibit B.

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the phrase "neo4j enterprise" on the identified website. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 34:**

Admit that GFI's use of "neo4j" in all lower case on its website, www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as

#### Exhibit B.

#### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

# **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the word "neo4j" on the identified website. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 35:**

Admit that GFI's use of "neo4j" without proper trademark notice on its website, www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B.** 

#### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject

to them, Defendant admits that it used the word "neo4j" on the identified website. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 36:**

Admit that GFI's use of "Neo4j Enterprise" on its website, www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B.** 

#### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the phrase "Neo4j Enterprise" on the identified website. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 37:**

Admit that GFI's use of "Neo4j Enterprise" without proper trademark notice on its website, www.graphfoundation.org, violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B.** 

#### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the phrase "Neo4j Enterprise" on the identified website. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 38:**

Admit that GFI's use of hyperlinks to documents on Neo4j, Inc.'s website violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B.** 

#### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that has used hyperlinks to Neo4j, Inc.'s website on its GitHub repository. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 39:**

Admit that GFI's use of hyperlinks to documents on Neo4j Sweden AB's Github source code repository violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B.** 

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Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used hyperlinks to Neo4j Sweden AB's Github repository on Defendant's Github repository. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 40:**

Admit that GFI's use of hyperlinks to documents on Neo4j, Inc.'s website does not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE:**

Denied.

#### **REQUEST FOR ADMISSION NO. 41:**

Admit that GFI's use of "neo4j" in hyperlinks to documents on Neo4j, Inc.'s website does not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE:**

Denied.

#### **REQUEST FOR ADMISSION NO. 42:**

Admit that GFI's use of hyperlinks to documents on Neo4j Sweden AB's Github source code repository does not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE**:

Denied.

# **REQUEST FOR ADMISSION NO. 43:**

Admit that GFI's use of "neo4j" in hyperlinks to Neo4j Sweden AB's Github source code repository does not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE**:

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Denied.

#### **REQUEST FOR ADMISSION NO. 44:**

Admit that GFI's use of "Neo4j Enterprise" to describe ONgDB violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B.** 

#### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the phrase "Neo4j Enterprise" in connection with its description of ONgDB as a fork of Neo4j Enterprise. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 45:**

Admit that GFI's use of "Neo4j Enterprise" to describe ONgDB does not constitute fair use of the NEO4J® Mark.

#### **RESPONSE:**

Denied.

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#### **REQUEST FOR ADMISSION NO. 46:**

Admit that GFI's interchangeable use of "Neo4j Enterprise" with "ONgDB" on GFI's website without proper trademark notices violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

#### **RESPONSE:**

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Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **REQUEST FOR ADMISSION NO. 47:**

Admit that GFI's interchangeable use of "Neo4j Enterprise" with "ONgDB" on GFI's website does not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE:**

Denied.

#### **REQUEST FOR ADMISSION NO. 48:**

Admit that GFI's use of "Neo4j Enterprise" on GFI's website without proper trademark notices violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

#### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the phrase "Neo4j Enterprise" in connection with its

description of ONgDB as a fork of Neo4j Enterprise. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 49:**

Admit that GFI's use of "Neo4j Enterprise" without proper trademark notices does not constitute nominative fair use of the NEO4J® Mark.

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Denied.

#### **REQUEST FOR ADMISSION NO. 50:**

Admit that Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B** prohibit GFI from using the NEO4J® Mark in conjunction with modified open source software based on the Neo4j® graph database platform.

#### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

### **REQUEST FOR ADMISSION NO. 51:**

Admit that Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B** prohibit GFI from using the NEO4J® Mark in conjunction with advertising its ONgDB software.

#### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further

objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the word "Neo4j" in connection with its description of ONgDB as a fork of Neo4j Enterprise. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 52:**

Admit that Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B** prohibit GFI from calling ONgDB software "Neo4j Enterprise."

#### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the phrase "Neo4j Enterprise" in connection with its description of ONgDB as a fork of Neo4j Enterprise. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 53:**

Admit that Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B** prohibit GFI from describing ONgDB software as "Neo4j Enterprise."

#### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further

objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that it used the phrase "Neo4j Enterprise" in connection with its description of ONgDB as a fork of Neo4j Enterprise. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 54:**

Admit that GFI used the NEO4J® Mark in Exhibit C.

#### **RESPONSE**:

Defendant admits that Exhibit C is a true copy of the <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> webpage. Defendant admits that "Neo4j" appears on the webpage. Defendant objects to the request on the ground that its use of the term "used" renders it vague, ambiguous, and unintelligible and, on that basis, Defendant denies the remainder of the request.

#### **RESPONSE:**

Defendant objects to this request on the ground that its use of the term "used the NEO4J(r) Mark" is vague, ambiguous, and unintelligible. Defendant admits that Exhibit C is a true copy of the <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> webpage. Defendant admits that it used the word "Neo4j" on the webpage.

#### **REQUEST FOR ADMISSION NO. 55:**

Admit that GFI's use of "neo4j" in all lower case in **Exhibit C** violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that Exhibit C is a true copy of the <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> webpage. Defendant admits that it used the word "neo4j" on the identified webpage. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 56:**

Admit that GFI's use of "neo4j" in all lower case in **Exhibit C** does not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE**:

Denied.

#### **REQUEST FOR ADMISSION NO. 57:**

Admit that GFI's use of "neo4j" in all lower case in **Exhibit C** infringes the NEO4J® Mark.

#### **RESPONSE:**

Denied.

#### **REQUEST FOR ADMISSION NO. 58:**

Admit that GFI's use of "neo4j enterprise project" in all lower case in **Exhibit C** violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

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Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that Exhibit C is a true copy of the <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> webpage. Defendant admits that it used the phrase "neo4j enterprise project" on the identified webpage. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 59:**

Admit that GFI's use of "neo4j enterprise project" in **Exhibit C** does not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE:**

Denied.

#### **REQUEST FOR ADMISSION NO. 60:**

Admit that GFI's use of "neo4j enterprise project" in **Exhibit** C infringes the NEO4J® Mark.

#### **RESPONSE:**

Denied.

#### **REQUEST FOR ADMISSION NO. 61:**

Admit that GFI's use of "neo4j enterprise" in all lower case in **Exhibit C** violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

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Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document. Without waiving these objections, and subject to them, Defendant admits that Exhibit C is a true copy of the <a href="https://www.graphfoundation.org/projects/ongdb/">https://www.graphfoundation.org/projects/ongdb/</a> webpage. Defendant admits that it used the phrase "neo4j enterprise project" on the identified webpage. The remainder of the request seeks a legal conclusion or interpretation of Exhibit B and, on that basis, Defendant denies the remainder of the request.

#### **REQUEST FOR ADMISSION NO. 62:**

Admit that GFI's use of "neo4j enterprise" in **Exhibit C** does not constitute nominative fair use of the NEO4J® Mark.

#### **RESPONSE:**

Denied.

#### **REQUEST FOR ADMISSION NO. 63:**

Admit that GFI's use of "neo4j enterprise" in **Exhibit C** infringes the NEO4J® Mark.

# **RESPONSE**:

Denied.

#### **REQUEST FOR ADMISSION NO. 64:**

Admit that **Exhibit D** attached hereto is a true and correct printout of the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com as it existed on January 17, 2019.

Defendant admits that Exhibit D is a printout of the README.asciidoc from Defendant's repository on GitHub. Defendant denies that Exhibit D is a true and correct printout taken on January 17, 2019 as the details do not match the state of the README.asciidoc file as of commit <a href="f0a7db48c8fcac6defa956fb022758ef3d8a8220">f0a7db48c8fcac6defa956fb022758ef3d8a8220</a> dated January 16, 2019 which was merged on January 17, 2019. A true and accurate version of the README.asciidoc has been provided that was taken as of commit <a href="f0a7db48c8fcac6defa956fb022758ef3d8a8220">f0a7db48c8fcac6defa956fb022758ef3d8a8220</a>.

#### **REQUEST FOR ADMISSION NO. 65:**

Admit that GFI used the NEO4J® Mark in **Exhibit D**.

#### **RESPONSE**:

Defendant admits that Exhibit D is a true copy of a webpage from Defendant's repository on GitHub. Defendant admits that "Neo4j" appears on the webpage. Defendant objects to the request on the ground that its use of the term "used" renders it vague, ambiguous, and unintelligible and, on that basis, Defendant denies the remainder of the request.

#### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the phrase "used the NEO4J(r) Mark" is vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that Exhibit D is a true copy of a webpage from Defendant's repository on GitHub. Defendant admits it used the word "Neo4j" on the webpage.

#### **REQUEST FOR ADMISSION NO. 66:**

Admit that as of January 16, 2019, the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com stated that "Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 with the Commons Clause in this repository, and other closed sourced components not present in this repository.

#### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant denies the request as the stated text in the request does not match the state of the README.asciidoc file

as of commit f0a7db48c8fcac6defa956fb022758ef3d8a8220 dated January 16, 2019 that was merged on January 17, 2019 which states "ONgDB & Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 in this repository." **REQUEST FOR ADMISSION NO. 67:** Admit that as of January 16, 2019, the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com stated that "When packaged as a binary, Enterprise Edition includes additional closed-source components not available in this repository and requires a commercial license from Neo4j Sweden AB or one of its affiliates." **RESPONSE**: Defendant denies the request as the stated text does not exist in entirety in the README.asciidoc file as of commit <u>f0a7db48c8fcac6defa956fb022758ef3d8a8220</u> dated January 16, 2019 which was merged on January 17, 2019. **REQUEST FOR ADMISSION NO. 68:** Admit that as of January 16, 2019, the README.asciidoc posted GFI's ONgDB source

code repository located at www.github.com stated "Neo4j: Graphs for Everyone."

#### **RESPONSE:**

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Defendant denies the request as the stated text does not match the contents of the README.asciidoc file as of commit <u>f0a7db48c8fcac6defa956fb022758ef3d8a8220</u> dated January 16, 2019 which was merged on January 17, 2019 which states "ONgDB - Neo4j Enterprise Fork: Graphs for Everyone."

#### **REQUEST FOR ADMISSION NO. 69:**

Admit that GFI did not have Neo4j, Inc.'s authorization to use the NEO4J® Mark in the heading "Neo4j: Graphs for Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at <u>www.github.com</u>.

#### **RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "use the NEO4J(r) Mark" renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant admits that it did not enter into an agreement with Neo4j, Inc. to use the word "Neo4j" on the

identified web page on that date.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that it did not receive authorization from Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

### **REQUEST FOR ADMISSION NO. 70:**

Admit that GFI's prior use the NEO4J® Mark in the heading "Neo4j: Graphs for Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com did not constitute nominative fair use of the NEO4J® Mark.

### **RESPONSE**:

Denied.

### **REQUEST FOR ADMISSION NO. 71:**

Admit that GFI's prior use the NEO4J® Mark in the heading "Neo4j: Graphs for Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com was unlicensed.

### **RESPONSE**:

Defendant objects to this Request on the ground that its use of the term "use the NEO4J(r) Mark" renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant admits that it did not enter into an agreement with Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark" in the title renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant admits that it was not granted a license by Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

### 1 **REQUEST FOR ADMISSION NO. 72:** 2 Admit that GFI's prior use the NEO4J® Mark in the heading "Neo4j: Graphs for 3 Everyone" in GFI's source code repository located at www.github.com infringed the NEO4J® 4 Mark. 5 **RESPONSE:** 6 Denied. 7 **REQUEST FOR ADMISSION NO. 73:** 8 Admit that **Exhibit E** attached hereto is a true and correct printout of the 9 README.asciidoc posted GFI's ONgDB source code repository located at www.github.com as it 10 existed on September 25, 2019. **RESPONSE:** 11 12 Admit. 13 **REQUEST FOR ADMISSION NO. 74:** 14 Admit that GFI used the NEO4J® Mark in **Exhibit E**. 15 **RESPONSE:** 16 Defendant objects to this Request on the ground that its use of the term "use the NEO4J(r) 17 Mark" renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant 18 admits that the word "Neo4j" was on the referenced web page on that date. 19 **SUPPLEMENTAL RESPONSE:** 20 Defendant objects to this Request on the ground that its use of the term "use the NEO4J(r) 21 Mark" renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant 22 admits that it used the word "Neo4j" on the referenced web page on that date. 23 **REQUEST FOR ADMISSION NO. 75:** 24 Admit that as of September 25, 2019, the README.asciidoc posted GFI's ONgDB source 25 code repository located at www.github.com stated "ONgDB – Neo4j Enterprise Fork: Graphs for 26 Everyone." 27 **RESPONSE:** 28 Admit. 29

### **REQUEST FOR ADMISSION NO. 76:**

Admit that GFI did not have Neo4j, Inc.'s authorization to use the NEO4J® Mark in the heading "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone" in GFI's source code repository located at <a href="https://www.github.com">www.github.com</a>.

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Defendant objects to this Request on the ground that its use of the term "use the NEO4J(r) Mark" renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant admits that it did not enter into an agreement with Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark in the title renders it vague, ambiguous and unintelligible. Without waving this objection, Defendant admits that it did not receive authorization from Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

### **REQUEST FOR ADMISSION NO. 77:**

Admit that GFI's use the NEO4J® Mark in the heading "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone" in GFI's source code repository located at www.github.com did not constitute nominative fair use of the NEO4J® Mark.

### **RESPONSE:**

Denied.

### **REQUEST FOR ADMISSION NO. 78:**

Admit that GFI's use the NEO4J® Mark in the heading "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com was unlicensed.

### **RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "use the NEO4J(r) Mark" renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant admits that it did not enter into an agreement with Neo4j, Inc. to use the word "Neo4j" on the

identified web page on that date.

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### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this Request on the ground that its use of the term "used the NEO4J(r) Mark" in the title renders it vague, ambiguous, and unintelligible. Without waving this objection, Defendant admits that it was not granted a license by Neo4j, Inc. to use the word "Neo4j" on the identified web page on that date.

### **REQUEST FOR ADMISSION NO. 79:**

Admit that GFI's use the NEO4J® Mark in the heading "ONgDB – Neo4j Enterprise Fork: Graphs for Everyone" in the README.asciidoc posted GFI's ONgDB source code repository located at www.github.com infringed the NEO4J® Mark.

### **RESPONSE**:

Denied.

### **REQUEST FOR ADMISSION NO. 80:**

Admit that prior to releasing ONgDB version 3.6, GFI did not use its own support documentation for ONgDB software.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the terms "did not use" and "support documentation" render it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Denied

### **REQUEST FOR ADMISSION NO. 81:**

Admit that prior to releasing ONgDB version 3.6, GFI relied upon Neo4j, Inc.'s official documentation.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "relied upon" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that it included hyperlinks to certain Neo4j manuals on certain of the webpages in its GitHub repositories and on certain webpages on the <a href="https://www.graphfoundation.org">www.graphfoundation.org</a> website.

### 1 **REQUEST FOR ADMISSION NO. 82:** 2 Admit that prior to releasing ONgDB version 3.6, GFI used hyperlinks on its website, 3 www.graphfoundation.org, which redirected users to Neo4j, Inc.'s official documentation for Neo4j® software. 4 5 **RESPONSE:** 6 Admit. 7 **REQUEST FOR ADMISSION NO. 83:** 8 Admit that prior to releasing ONgDB version 3.6, GFI used hyperlinks on its source code 9 repository located at www.github.com, which redirected users to Neo4j, Inc.'s official 10 documentation for Neo4j® software. 11 **RESPONSE:** 12 Admit. 13 **REQUEST FOR ADMISSION NO. 84:** 14 Admit that as of September 24, 2019, GFI's README.asciidoc posted on GFI's ONgDB source code repository located at www.github.com contained a hyperlink, "Neo4j documentation," 15 16 which redirected users to <a href="https://github.com/neo4j/neo4j-documentation">https://github.com/neo4j/neo4j-documentation</a>. 17 **RESPONSE:** 18 Admit 19 **REQUEST FOR ADMISSION NO. 85:** Admit that Exhibit F attached hereto is a true and correct printout of GFI's webpage for 20 21 ONgDB version 3.4.9 as it existed on September 24, 2019. 22 **RESPONSE:** 23 Admit. 24 **REQUEST FOR ADMISSION NO. 86:** 25 Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 3.4.9 attached hereto as **Exhibit F**. 26 27 **RESPONSE:**

Defendant objects to this request on the ground that its use of the terms "used" and "title"

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1	render it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it,
2	Defendant admits that the word "Neo4j" appears on the referenced webpage.
3	SUPPLEMENTAL RESPONSE:
4	Defendant objects to this request on the ground that its use of the terms "used the NEO4J
5	Mark" and "title" render it vague, ambiguous, and unintelligible. Without waiving this objection,
6	and subject to it, Defendant admits that it used the word "Neo4j" on the referenced webpage.
7	REQUEST FOR ADMISSION NO. 87:
8	Admit that the hyperlink embedded in the phrase "the changelog" in <b>Exhibit F</b> redirected
9	users to <a href="https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog">https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog</a> .
10	RESPONSE:
11	Admit.
12	REQUEST FOR ADMISSION NO. 88:
13	Admit that as of September 24, 2019, the phrase "Look for 3.4 Developer manual here" on
14	GFI's webpage for ONgDB version 3.4.9 contained a hyperlink in the word "here" that redirected
15	users to <a href="http://neo4j.com/docs/developer-manual/current/">http://neo4j.com/docs/developer-manual/current/</a> .
16	RESPONSE:
17	Admit.
18	REQUEST FOR ADMISSION NO. 89:
19	Admit that as of September 24, 2019, the phrase "3.4 Operations manual here" on GFI's
20	webpage for ONgDB version 3.4.9 contained a hyperlink in the word "here" that redirected users
21	to <a href="http://neo4j.com/docs/operations-manual/current/">http://neo4j.com/docs/operations-manual/current/</a> .
22	RESPONSE:
23	Admit.
24	REQUEST FOR ADMISSION NO. 90:
25	Admit that <b>Exhibit G</b> attached hereto is a true and correct printout of GFI's webpage for
26	ONgDB version 3.4.11 as it existed on September 24, 2019.
27	RESPONSE:

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### **REQUEST FOR ADMISSION NO. 91:**

Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 3.4.11 attached hereto as **Exhibit G**.

### **RESPONSE**:

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Defendant objects to this request on the ground that its use of the terms "used" and "title" render it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that the word "Neo4j" appears on the referenced webpage.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the terms "used the NEO4J Mark" and "title" render it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that it used the word "Neo4j" on the referenced webpage.

### **REQUEST FOR ADMISSION NO. 92:**

Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit G** redirected users to <a href="https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog">https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog</a>.

### RESPONSE:

Admit.

### **REQUEST FOR ADMISSION NO. 93:**

Admit that as of September 24, 2019, the phrase "Look for 3.4 Developer manual here" on GFI's webpage for ONgDB version 3.4.11 contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/developer-manual/current/">http://neo4j.com/docs/developer-manual/current/</a>.

### **RESPONSE**:

Admit.

### **REQUEST FOR ADMISSION NO. 94:**

Admit that as of September 24, 2019, the phrase "3.4 Operations manual here" on GFI's webpage for ONgDB version 3.4.11 contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/operations-manual/current/">http://neo4j.com/docs/operations-manual/current/</a>.

### **RESPONSE**:

### **REQUEST FOR ADMISSION NO. 95**:

Admit that **Exhibit H** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.4.12 as it existed on September 24, 2019.

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Admit.

### **REQUEST FOR ADMISSION NO. 96:**

Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 3.4.12 attached hereto as **Exhibit H**.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the terms "used" and "title" render it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that the word "Neo4j" appears on the referenced webpage.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the terms "used the NEO4J(r) Mark" and "title" render it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that it used the word "Neo4j" on the referenced webpage.

### **REQUEST FOR ADMISSION NO. 97:**

Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit H** redirected users to <a href="https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog">https://github.com/neo4j/neo4j/wiki/Neo4j-3.4-changelog</a>.

### **RESPONSE**:

Admit.

### **REQUEST FOR ADMISSION NO. 98:**

Admit that prior to September 25, 2019, GFI stated on its webpage for ONgDB version 3.4.12 "Look for 3.4 Developer manual here," which contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/developer-manual/current/">http://neo4j.com/docs/developer-manual/current/</a>.

### 27 | <u>RESPONSE</u>:

### 1 **REQUEST FOR ADMISSION NO. 99:** 2 Admit that as of September 24, 2019, the phrase "Look for 3.4 Developer manual here" on 3 GFI's webpage for ONgDB version 3.4.12 contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/developer-manual/current/">http://neo4j.com/docs/developer-manual/current/</a>. 4 5 **RESPONSE**: 6 Admit. 7 **REQUEST FOR ADMISSION NO. 100:** 8 Admit that as of September 24, 2019, the phrase "3.4 Operations manual here" on GFI's 9 webpage for ONgDB version 3.4.12 contained a hyperlink in the word "here" that redirected users to <a href="http://neo4j.com/docs/operations-manual/current/">http://neo4j.com/docs/operations-manual/current/</a>. 10 11 **RESPONSE:** 12 Admit. 13 **REQUEST FOR ADMISSION NO. 101:** 14 Admit that **Exhibit I** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.5.1 as it existed on September 24, 2019. 15 16 **RESPONSE:** 17 Admit. 18 **REQUEST FOR ADMISSION NO. 102:** 19 Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 20 3.5.1 attached hereto as **Exhibit I**. 21 **RESPONSE**: 22 Defendant objects to this request on the ground that its use of the terms "used" and "title" 23 render it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, 24 Defendant admits that the word "Neo4j" appears on the referenced webpage. 25 **SUPPLEMENTAL RESPONSE:** 26 Defendant objects to this request on the ground that its use of the terms "used the 27 NEO4J(r) Mark" and "title" render it vague, ambiguous, and unintelligible. Without waiving this 28 objection, and subject to it, Defendant admits that it used the word "Neo4j" on the referenced

1 webpage. 2 **REQUEST FOR ADMISSION NO. 103:** Admit that the hyperlink embedded in the phrase "the changelog" in Exhibit I redirected 3 users to <a href="https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog">https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog</a>. 4 5 **RESPONSE:** 6 Admit. 7 **REQUEST FOR ADMISSION NO. 104:** 8 Admit that as of September 24, 2019, the phrase "Look for 3.5 Developer manual here" on 9 GFI's webpage for ONgDB version 3.5.1 contained a hyperlink in the word "here" that redirected 10 users to redirected users to <a href="https://neo4j.com/docs/operations-manual/3.5/">https://neo4j.com/docs/operations-manual/3.5/</a>. 11 **RESPONSE**: 12 Admit. 13 **REQUEST FOR ADMISSION NO. 105:** 14 Admit that Exhibit J attached hereto is a true and correct printout of GFI's webpage for 15 ONgDB version 3.5.3 as it existed on September 24, 2019. 16 **RESPONSE:** 17 Admit. 18 **REQUEST FOR ADMISSION NO. 106:** 19 Admit that GFI used the NEO4J® Mark in the title of GFI's webpage for ONgDB version 20 3.5.3 attached hereto as **Exhibit J**. 21 **RESPONSE**: 22 Defendant objects to this request on the ground that its use of the terms "used" and "title" 23 render it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, 24 Defendant admits that the word "Neo4j" appears on the referenced webpage. 25 **SUPPLEMENTAL RESPONSE:** 26 Defendant objects to this request on the ground that its use of the terms "used the 27 NEO4J(r) Mark" and "title" render it vague, ambiguous, and unintelligible. Without waiving this 28 objection, and subject to it, Defendant admits that it used the word "Neo4j" on the referenced

webpage. 1 2 **REQUEST FOR ADMISSION NO. 107:** Admit that the hyperlink embedded in the phrase "the changelog" in Exhibit J redirected 3 users to <a href="https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog">https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog</a>. 4 5 **RESPONSE:** 6 Admit. 7 **REQUEST FOR ADMISSION NO. 108:** 8 Admit that as of September 24, 2019, the phrase "Look for 3.5 Developer manual here" on 9 GFI's webpage for ONgDB version 3.5.3 contained a hyperlink in the word "here" that redirected 10 users to redirected users to https://neo4j.com/docs/operations-manual/3.5/. 11 **RESPONSE:** 12 Admit. 13 **REQUEST FOR ADMISSION NO. 109:** 14 Admit that **Exhibit A** attached hereto is a true and correct printout of GFI's webpage for ONgDB version 3.5.4 as it existed on September 24, 2019. 15 16 **RESPONSE:** 17 Admit. 18 **REQUEST FOR ADMISSION NO. 110:** 19 Admit that the hyperlink embedded in the phrase "the changelog" in **Exhibit A** redirected 20 users to <a href="https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog">https://github.com/neo4j/neo4j/wiki/Neo4j-3.5-changelog</a>. 21 **RESPONSE**: 22 Admit. 23 **REQUEST FOR ADMISSION NO. 111:** Admit that as of September 24, 2019, the phrase "Look for 3.5 Developer manual here" on 24 25 GFI's webpage for ONgDB version 3.5.4 contained a hyperlink in the word "here" that redirected users to redirected users to https://neo4j.com/docs/operations-manual/3.5/. 26 27 **RESPONSE:** 28 Admit. 38

### **REQUEST FOR ADMISSION NO. 112:**

Admit that prior to September 25, 2019, you did not obtain Neo4j, Inc.'s authorization to use Neo4j, Inc.'s Developer Manuals for Neo4j® Software with ONgDB Software.

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Defendant objects to this request on the ground that its use of the terms "authorization" and "use" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Denied because the Developer Manual is licensed under the Creative Commons License.

### **REQUEST FOR ADMISSION NO. 113:**

Admit that prior to September 25, 2019, you did not obtain Neo4j, Inc.'s authorization to use Neo4j, Inc.'s Operations Manuals for Neo4j® Software with ONgDB Software.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the terms "authorization" and "use" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Denied because the Operations Manual is licensed under the Creative Commons License.

### **REQUEST FOR ADMISSION NO. 114:**

Admit that prior to September 25, 2019, you did not obtain Neo4j, Inc.'s authorization to use Neo4j, Inc.'s change logs for Neo4j® Software.

### **RESPONSE:**

Defendant objects to this request on the ground that its use of the terms "authorization" and "use" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Denied as the change logs are public without license or attribution on a Github Wiki.

### **REQUEST FOR ADMISSION NO. 115:**

Admit that **Exhibit L** attached hereto is a true and correct printout of GFI's "ONgDB 3.4 Docs" webpage located at https://github.com/graphfoundation/ongdb/wiki/ONgDB-3.4-Docs as it existed on August 12, 2020.

	RESPONSE:
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### **REQUEST FOR ADMISSION NO. 121:**

Admit as of August 14, 2020, the hyperlink embedded in the phrase "ONgDB 3.5" on the webpage https://github.com/graphfoundation/ongdb/wiki/Docs redirected users to

https://neo4j.com/docs/operations-manual/3.5/.

### **RESPONSE**:

Admit.

### **REQUEST FOR ADMISSION NO. 122:**

Admit as of August 14, 2020, the hyperlink embedded in the phrase "ONgDB 3.4" on the webpage https://github.com/graphfoundation/ongdb/wiki/Docs redirected users to

12 https://neo4j.com/docs/operations-manual/3.4/.

### 13 | <u>**RESPONSE**</u>:

Admit.

### **REQUEST FOR ADMISSION NO. 123:**

Admit that GFI never authored a developer manual for ONgDB version 3.4.9.

### RESPONSE:

Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 124:**

Admit that GFI never authored a developer manual for ONgDB version 3.4.11.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 125:**

Admit that GFI never authored a developer manual for ONgDB version 3.4.12.

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Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 126:**

Admit that GFI has never authored a developer manual for any of version of ONgDB prior to its release of ONgDB version 3.6.

### **RESPONSE:**

Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 127:**

Admit that prior to September 25, 2019, you did not obtain Neo4j, Inc.'s authorization to use Neo4j, Inc.'s then-current Operations Manual for Neo4j® Software with ONgDB software.

### **RESPONSE:**

Defendant objects to this request on the ground that its use of the terms "authorization" and "use" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Denied because the Operations Manual is licensed under the Creative Commons License.

### **REQUEST FOR ADMISSION NO. 128:**

Admit that you have never sought Neo4j, Inc.'s authorization to use "The Neo4j Operations Manual v3.4" with ONgDB software.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the terms "sought" "authorization" and "use" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that it has not contacted Neo4j, Inc. regarding the use of the referenced manual but denies that such specific authorization is necessary under the Creative Commons License.

### **REQUEST FOR ADMISSION NO. 129:**

Admit that you have never sought Neo4j, Inc.'s authorization to use "The Neo4j Operations Manual v3.5" with ONgDB software.

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Defendant objects to this request on the ground that its use of the terms "sought" "authorization" and "use" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that it has not contacted Neo4j, Inc. regarding the use of the referenced manual but denies that such specific authorization is necessary under the Creative Commons License.

### **REQUEST FOR ADMISSION NO. 130:**

Admit that GFI never authored an operations manual for ONgDB version 3.4.9.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "operations manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 131:**

Admit that GFI never authored an operations manual for ONgDB version 3.4.11.

### RESPONSE:

Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 132:**

Admit that GFI never authored an operations manual for ONgDB version 3.4.12.

### || RESPONSE:

Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 133:**

Admit that GFI never authored an operations manual for ONgDB version 3.5.1.

### **RESPONSE:**

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Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 134:**

Admit that GFI never authored an operations manual for ONgDB version 3.5.3.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 135:**

Admit that GFI never authored an operations manual for ONgDB version 3.5.4.

### **RESPONSE:**

Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 136:**

Admit that GFI has never authored an operations manual for any of version of ONgDB prior to GFI's release of ONgDB version 3.6.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "developer manual" renders it vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant responds: Admit.

### **REQUEST FOR ADMISSION NO. 137:**

Admit that **Exhibit K** attached hereto is a true and correct printout of the webpage located at https://www.graphfoundation.org/neo4j-is-open-core-now-what-ujah7ein5mis/ as it existed on

1	September 24, 2019.
2	RESPONSE:
3	Admit.
4	REQUEST FOR ADMISSION NO. 138:
5	Admit that GFI's used the NEO4J® Mark in <b>Exhibit K.</b>
6	RESPONSE:
7	Defendant objects to this request on the grounds that its use of the terms "used" and
8	"Neo4J Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection,
9	and subject to it, Defendant admits that the word "Neo4j" appears on the referenced webpage.
10	SUPPLEMENTAL RESPONSE:
11	Defendant objects to this request on the grounds that its use of the terms "used the
12	NEO4J(r) Mark" and "Neo4J Mark" render it vague, ambiguous, and unintelligible. Without
13	waiving this objection, and subject to it, Defendant admits that it used the word "Neo4j" on the
14	referenced webpage.
15	REQUEST FOR ADMISSION NO. 139:
16	Admit that GFI's use of "neo4j" in all lower case in <b>Exhibit K</b> violates Neo4j, Inc.'s
17	Trademark Guidelines attached hereto as <b>Exhibit B.</b>
18	RESPONSE:
19	Defendant objects to this request on the ground that it seeks information that is irrelevant
20	and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further
21	objects to this request on the ground that it requires the interpretation of a document and seeks a
22	legal conclusion or interpretation of that document and on that basis, Defendant denies the request.
23	REQUEST FOR ADMISSION NO. 140:
24	Admit that GFI's use of "neo4j" without a trademark registration symbol in <b>Exhibit K</b>
25	violates Neo4j, Inc.'s Trademark Guidelines attached hereto as <b>Exhibit B.</b>
26	RESPONSE:
27	Defendant objects to this request on the ground that it seeks information that is irrelevant
28	and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further

objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis, Defendant denies the request.

### **REQUEST FOR ADMISSION NO. 141:**

Admit that GFI's use of "Neo4j" without a trademark registration symbol in **Exhibit K** violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

### **RESPONSE:**

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Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis, Defendant denies the request.

### **REQUEST FOR ADMISSION NO. 142:**

Admit that GFI's use of "neo4j" in all lower case in **Exhibit K** does not constitute nominative fair use of the NEO4J® Mark.

### **RESPONSE**:

Denied.

### **REQUEST FOR ADMISSION NO. 143:**

Admit that GFI's use of "neo4j" in all lower case in **Exhibit K** infringes the NEO4J® Mark.

### **RESPONSE:**

Denied.

### **REQUEST FOR ADMISSION NO. 144:**

Admit that GFI's use of "open source neo4j graph database" in all lower case in **Exhibit K** violates Neo4j, Inc.'s Trademark Guidelines attached hereto as **Exhibit B**.

### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis, Defendant denies the request.

1	REQUEST FOR ADMISSION NO. 145:
2	Admit that GFI's use of "open source neo4j graph database" in all lower case in Exhibit K
3	does not constitute nominative fair use of the NEO4J® Mark.
4	RESPONSE:
5	Denied.
6	REQUEST FOR ADMISSION NO. 146:
7	Admit that GFI's use of "open source neo4j graph database" in all lower case in Exhibit K
8	infringes the NEO4J® Mark.
9	RESPONSE:
0	Denied.
1	REQUEST FOR ADMISSION NO. 147:
2	Admit that ONgDB stands for "ONgDB's Neo4j Graph DB."
3	RESPONSE:
4	Denied.
5	REQUEST FOR ADMISSION NO. 148:
6	Admit that ONgDB means "ONgDB's Neo4j Graph DB."
7	RESPONSE:
8	Denied.
9	REQUEST FOR ADMISSION NO. 149:
20	Admit that <b>Exhibit N</b> attached hereto is a true and correct of a March 17, 2019 tweet you
21	publicly posted on Twitter.
22	RESPONSE:
23	Admit.
24	REQUEST FOR ADMISSION NO. 150:
25	Admit that GFI used the NEO4J® Mark as a hashtag in <b>Exhibit N</b> .
26	RESPONSE:
27	Defendant objects to this request on the ground that its use of the terms "used" and "Neo4j
28	Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject

to it, Defendant admits that "#Neo4j" appears on Exhibit N.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the terms "used the Neo4j(r) Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that it used "#Neo4j" in Exhibit N.

### **REQUEST FOR ADMISSION NO. 151:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit N** was not reasonably necessary to identify the ONgDB product.

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Denied.

### **REQUEST FOR ADMISSION NO. 152:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit N** was not reasonably necessary to promote the ONgDB product.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "reasonably necessary to promote" renders it vague, ambiguous, and unintelligible. Defendant further objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

### **REQUEST FOR ADMISSION NO. 153:**

Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit N** to promote ONgDB software.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that the hashtag "#Neo4j" appears on Exhibit N and that Exhibit N was an announcement of the ONgDB 3.5.3 support release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

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### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that it used "#Neo4j" in Exhibit N and that Exhibit N was an announcement of the ONgDB 3.5.3 support release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 154:**

Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit N** to identify ONgDB software.

### **RESPONSE**:

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Defendant admits that it used the hashtag #Neo4j" in connection with identifying ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 155:**

Admit that GFI's use of #Neo4j in **Exhibit N** does not amount to nominative fair use of the NEO4J® Mark.

### 16 | <u>**RESPONSE**</u>:

17 Denied.

### **REQUEST FOR ADMISSION NO. 156:**

Admit that GFI's use of #Neo4j in **Exhibit N** infringes the NEO4J® Mark.

### 20 | <u>**RESPONSE**</u>:

Denied.

### **REQUEST FOR ADMISSION NO. 157:**

Admit that **Exhibit O** attached hereto is a true and correct of a March 21, 2019 tweet you publicly posted on Twitter.

### **RESPONSE:**

Admit.

### **REQUEST FOR ADMISSION NO. 158:**

Admit that GFI used the NEO4J® Mark as a hashtag in **Exhibit O**.

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Defendant objects to this request on the ground that its use of the terms "used" and "Neo4j Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that "#Neo4j" appears on Exhibit O.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "used the Neo4j Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that it used "#Neo4j" in Exhibit O.

### **REQUEST FOR ADMISSION NO. 159:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit O** was not reasonably necessary to identify the ONgDB product.

### **RESPONSE**:

Denied.

### **REQUEST FOR ADMISSION NO. 160:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit O** was not reasonably necessary to promote the ONgDB product.

### **RESPONSE:**

Defendant objects to this request on the ground that its use of the term "reasonably necessary to promote" renders it vague, ambiguous, and unintelligible. Defendant further objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

### **REQUEST FOR ADMISSION NO. 161:**

Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit O** to promote ONgDB software.

### **RESPONSE:**

Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that the hashtag "#Neo4j" appears on Exhibit O and that Exhibit O was an announcement

of the 1,000<sup>th</sup> download of ONgDB and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise. **SUPPLEMENTAL RESPONSE:** Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that it used "#Neo4j" in Exhibit O and that Exhibit O was an announcement of the 1,000<sup>th</sup> download of ONgDB and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise. **REQUEST FOR ADMISSION NO. 162:** Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit O** to identify ONgDB software. **RESPONSE:** Defendant admits that it used the hashtag #Neo4j" in connection with identifying ONgDB as an open source fork of Neo4j Enterprise. **REQUEST FOR ADMISSION NO. 163:** Admit that GFI's use of #Neo4j in **Exhibit O** does not amount to nominative fair use of the NEO4J® Mark. **RESPONSE:** Denied. **REQUEST FOR ADMISSION NO. 164:** Admit that GFI's use of #Neo4j in **Exhibit O** infringes the NEO4J® Mark. **RESPONSE**: Denied. **REQUEST FOR ADMISSION NO. 165:** Admit that Exhibit P attached hereto is a true and correct of a May 10, 2019 tweet you

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Admit.

publicly posted on Twitter.

### **REQUEST FOR ADMISSION NO. 166:**

Admit that GFI used the NEO4J® Mark as a hashtag in **Exhibit P**.

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Defendant objects to this request on the ground that its use of the terms "used" and "Neo4j Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that "#Neo4j" appears on Exhibit P.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "used the Neo4j(r) Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits it used "#Neo4j" in Exhibit P.

### **REQUEST FOR ADMISSION NO. 167:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit P** was not reasonably necessary to identify the ONgDB product.

### **RESPONSE**:

Denied.

### **REQUEST FOR ADMISSION NO. 168:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit P** was not reasonably necessary to promote the ONgDB product.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "reasonably necessary to promote" renders it vague, ambiguous, and unintelligible. Defendant further objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

### **REQUEST FOR ADMISSION NO. 169:**

Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit P** to promote ONgDB software.

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### **RESPONSE**:

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Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that the hashtag "#Neo4j" appears on Exhibit P and that Exhibit P was an announcement of the ONgDB 3.5.4 support release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that it used "#Neo4j" in Exhibit P and that Exhibit P was an announcement of the ONgDB 3.5.4 support release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 170:**

Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit P** to identify ONgDB software.

### **RESPONSE**:

Defendant admits that it used the hashtag #Neo4j" in connection with identifying ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 171:**

Admit that GFI's use of #Neo4j in **Exhibit P** does not amount to nominative fair use of the NEO4J® Mark.

### **RESPONSE:**

Denied.

### **REQUEST FOR ADMISSION NO. 172:**

Admit that GFI's use of #Neo4j in **Exhibit P** infringes the NEO4J® Mark.

### RESPONSE:

Denied.

### **REQUEST FOR ADMISSION NO. 173:**

Admit that **Exhibit Q** attached hereto is a true and correct of a November 27, 2019 tweet you publicly posted on Twitter.

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Admit.

### **REQUEST FOR ADMISSION NO. 174:**

Admit that GFI used the NEO4J® Mark as a hashtag in **Exhibit Q**.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the terms "used" and "Neo4j Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that "#Neo4j" appears on Exhibit Q.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "used the Neo4j(r) Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that it used "#Neo4j" in Exhibit Q.

### **REQUEST FOR ADMISSION NO. 175:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit Q** was not reasonably necessary to identify the ONgDB product.

### RESPONSE:

Denied.

### **REQUEST FOR ADMISSION NO. 176:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit Q** was not reasonably necessary to promote the ONgDB product.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "reasonably necessary to promote" renders it vague, ambiguous, and unintelligible. Defendant further objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

### **REQUEST FOR ADMISSION NO. 177:**

Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit Q** to promote ONgDB software.

### **RESPONSE**:

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Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that the hashtag "#Neo4j" appears on Exhibit Q and that Exhibit Q was an announcement of the ONgDB 3.5.12 support release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that it used "#Neo4j" in Exhibit Q and that Exhibit Q was an announcement of the ONgDB 3.5.12 support release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 178:**

Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit Q** to identify ONgDB software.

### **RESPONSE:**

Defendant admits that it used the hashtag #Neo4j" in connection with identifying ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 179:**

Admit that GFI's use of #Neo4j in **Exhibit Q** does not amount to nominative fair use of the NEO4J® Mark.

### 25 || RESPONSE:

Denied.

### **REQUEST FOR ADMISSION NO. 180:**

Admit that GFI's use of #Neo4j in **Exhibit Q** infringes the NEO4J® Mark.

1	RESPONSE:
2	Denied.
3	REQUEST FOR ADMISSION NO. 181:
4	Admit that <b>Exhibit R</b> attached hereto is a true and correct of a January 18, 2020 tweet you
5	publicly posted on Twitter.
6	RESPONSE:
7	Admit.
8	REQUEST FOR ADMISSION NO. 182:
9	Admit that GFI used the NEO4J® Mark as a hashtag in <b>Exhibit R</b> .
0	RESPONSE:
1	Defendant objects to this request on the ground that its use of the terms "used" and "Neo4j
2	Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject
3	to it, Defendant admits that "#Neo4j" appears on Exhibit R.
4	SUPPLEMENTAL RESPONSE:
5	Defendant objects to this request on the ground that its use of the term "used the Neo4j(r)
6	Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject
7	to it, Defendant admits that it used "#Neo4j" in Exhibit R.
8	REQUEST FOR ADMISSION NO. 183:
9	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit R</b> was not
20	reasonably necessary to identify the ONgDB product.
21	RESPONSE:
22	Denied.
23	REQUEST FOR ADMISSION NO. 184:
24	Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in <b>Exhibit R</b> was not
25	reasonably necessary to promote the ONgDB product.
26	RESPONSE:
27	Defendant objects to this request on the ground that its use of the term "reasonably
28	necessary to promote" renders it vague, ambiguous, and unintelligible. Defendant further objects  56

to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

### **REQUEST FOR ADMISSION NO. 185:**

Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit R** to promote ONgDB software.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that the hashtag "#Neo4j" appears on Exhibit R and that Exhibit R was an announcement of the ONgDB 3.5.14 support release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that it used "#Neo4j" in Exhibit R and that Exhibit R was an announcement of the ONgDB 3.5.14 support release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 186:**

Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit R** to identify ONgDB software.

### **RESPONSE**:

Defendant admits that it used the hashtag #Neo4j" in connection with identifying ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 187:**

Admit that **Exhibit S** attached hereto is a true and correct of a May 19, 2020 tweet you publicly posted on Twitter.

### **RESPONSE**:

### **REQUEST FOR ADMISSION NO. 188:**

Admit that GFI used the NEO4J® Mark as a hashtag in **Exhibit S**.

### **RESPONSE:**

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Defendant objects to this request on the ground that its use of the terms "used" and "Neo4j Mark" render it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that "#Neo4j" appears on Exhibit S.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "used the Neo4j(r) Mark" renders it vague, ambiguous, and unintelligible. Without waiving this objection and subject to it, Defendant admits that it used "#Neo4j" in Exhibit S.

### **REQUEST FOR ADMISSION NO. 189:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit S** was not reasonably necessary to identify the ONgDB product.

### **RESPONSE:**

Denied.

### **REQUEST FOR ADMISSION NO. 190:**

Admit that GFI's use of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit S** was not reasonably necessary to promote the ONgDB product.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "reasonably necessary to promote" renders it vague, ambiguous, and unintelligible. Defendant further objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

### **REQUEST FOR ADMISSION NO. 191:**

Admit that GFI used the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit S** to promote ONgDB software.

### **RESPONSE:**

Defendant objects to this request on the ground that its use of the term "promote" is vague

and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that the hashtag "#Neo4j" appears on Exhibit R and that Exhibit R was an announcement of the ONgDB 3.5.0.8 procedure release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **SUPPLEMENTAL RESPONSE:**

Defendant objects to this request on the ground that its use of the term "promote" is vague and ambiguous. Without waiving this objection, and subject to it, Defendant responds: Defendant admits that it used "#Neo4j" appears on Exhibit R and that Exhibit R was an announcement of the ONgDB 3.5.0.8 procedure release and that the hashtag "#Neo4j" was used in connection with the announcement's identification of ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 192:**

Admit that GFI used of the NEO4J® Mark as the hashtag "#Neo4j" in **Exhibit S** to identify ONgDB software.

### **RESPONSE**:

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Defendant admits that it used the hashtag #Neo4j" in connection with identifying ONgDB as an open source fork of Neo4j Enterprise.

### **REQUEST FOR ADMISSION NO. 193:**

Admit that GFI's use of #Neo4j in **Exhibit S** does not amount to nominative fair use of the NEO4J® Mark.

### 20 | <u>**RESPONSE**</u>:

Denied.

### **REQUEST FOR ADMISSION NO. 194:**

Admit that GFI's use of #Neo4j in **Exhibit S** infringes the NEO4J® Mark.

### 24 | <u>RESPONSE</u>:

Denied.

### **REQUEST FOR ADMISSION NO. 195:**

Admit that **Exhibit T** is a printout of Neo4j, Inc.'s Trademark Guidelines as they existed on August 13, 2020.

### **RESPONSE**:

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Defendant is without sufficient information to admit or deny this request and, on that basis, denies the request.

### **REQUEST FOR ADMISSION NO. 196:**

Admit that Neo4j, Inc.'s Trademark Guidelines in **Exhibit T** have been in effect since April 3, 2019.

### **RESPONSE**:

Defendant is without sufficient information to admit or deny this request and, on that basis, denies the request.

### **REQUEST FOR ADMISSION NO. 197:**

Admit that you are aware of Neo4j, Inc.'s Trademark Guidelines in Exhibit T.

### **RESPONSE**:

Defendant objects to this request on the ground that its use of the term "are aware" is vague, ambiguous, and unintelligible. Without waiving this objection, and subject to it, Defendant admits that, in connection with responding to these requests it has reviewed Exhibit T.

### **REQUEST FOR ADMISSION NO. 198:**

Admit that you do not adhere to Neo4j, Inc.'s Trademark Guidelines in **Exhibit T** in marketing ONgDB software.

### **RESPONSE:**

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

### **REQUEST FOR ADMISSION NO. 199:**

Admit that you do not adhere to Neo4j, Inc.'s Trademark Guidelines in **Exhibit T** in advertising ONgDB software.

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### **RESPONSE**:

Defendant objects to this request on the ground that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request on the ground that it requires the interpretation of a document and seeks a legal conclusion or interpretation of that document and on that basis denies the request.

Dated: October 27, 2020 BERGESON, LLP

By:

John D. Pernick

Attorneys for Defendant

GRAPH FOUNDATION, INC.

### **VERIFICATION** I, Brad Nussbaum, declare under penalty of perjury under the laws of the United States that I am the CEO at Graph Foundation, Inc. ("GFI"), that I have read the foregoing GRAPH FOUNDATION, INC.'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO NEO4J, INC.'S FIRST SET OF REQUESTS FOR ADMISSION, that the statements of facts contained therein, are within my personal knowledge or based upon information provided by other persons at GFI or business records of GFI, that the foregoing Responses are true and correct, and that I am authorized to sign this verification on behalf of GFI. Executed on October 26, 2020, at Wooster, Ohio. Brad Nussbaum

### EXHIBIT D

### TO

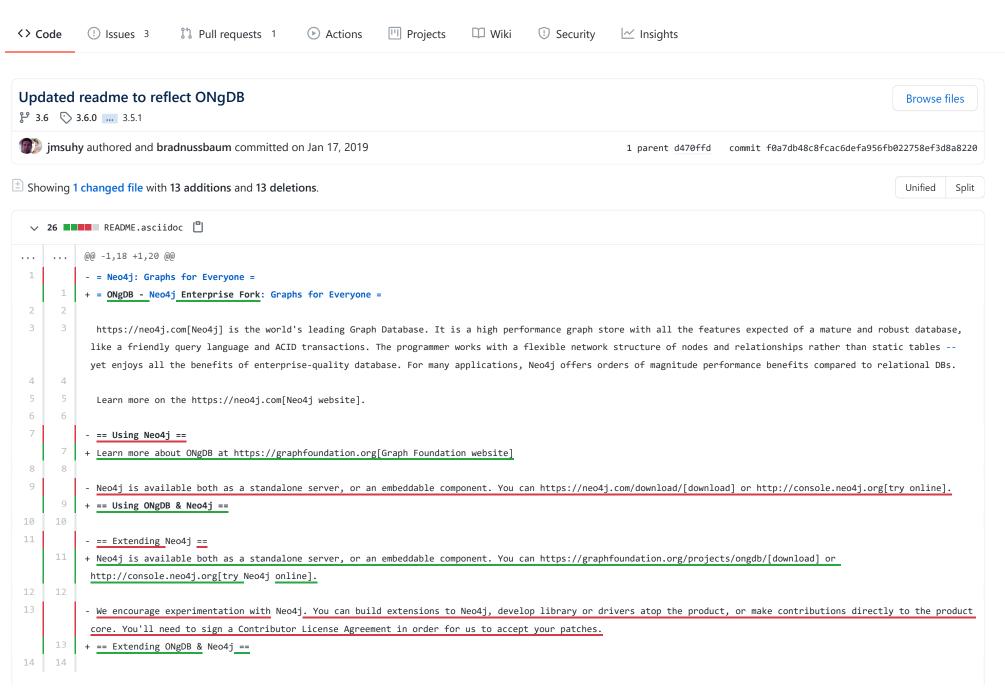
GRAPH FOUNDATION,
INC.'S SUPPLEMENTAL
OBJECTIONS AND
RESPONSES TO NEO4J,
INC.'S FIRST SET OF
REQUESTS FOR
ADMISSION

Case 5:19-cv-06226-EJD

Document 93-1

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### ☐ graphfoundation / ongdb



Case 5:19-cv-06226-EJD Document 93-1 Filed 12/11/20 Page 1190 of 1198

15		- NOTE: This GitHub repository contains mixed GPL and AGPL code. Our Community edition (in the link:community/[community/] directory) is GPLv3. Our Enterprise edition
		(link:enterprise/[enterprise/]) is differently licensed under the AGPLv3.
	15	+ We encourage experimentation with ONgDB & Neo4j. You can build extensions to ONgDB & Neo4j, develop library or drivers atop the product, or make contributions
		directly to the product core. You'll need to sign a Contributor License Agreement in order for us to accept your patches.
	16	+
	17	+ NOTE: This GitHub repository contains mixed GPL and AGPL code. Our Community edition (in the link:community/[community/] directory) is GPLv3. The Enterprise edition
	4.0	(link:enterprise/[enterprise/]) is licensed under the AGPLv3.
16	18	
17	19	== Dependencies ==
18	20	
37	39	curl -0 http://download-keycdn.ej-technologies.com/install4j/install4j_linux_6_1_4.deb
38	40	<pre>dpkg -i install4j_linux_6_1_4.deb</pre>
39 40	41	Duilding No. 44
40	42	- == Building Neo4j ==
41	43	+ == Building ONgDB ==
42	44	Defens you should make the writ and integration tooks in the Needi Mayor project on a linux like system you should ensure your limit on one files in set to a
42	44	Before you start running the unit and integration tests in the Neo4j Maven project on a Linux-like system, you should ensure your limit on open files is set to a reasonable value. You can test it with `ulimit -n`. We recommend you have a limit of at least 40K.
43	45	reasonable value. You can test it with diffilt -n . We recommend you have a limit of at least 40K.
49	51	* If you are running into problems building on Windows you can try building Neo4j in a Ubuntu virtual machine.
50	52	* You may need to increase the memory available to Maven: `export MAVEN_OPTS="-Xmx512m"`.
51	53	Tou may need to increase the memory available to maven. export MAVEN_OF 13AMAZIZIM .
52		- == Running Neo4j ==
	54	+ == Running ONgDB & Neo4j ==
53	55	
54	56	After running a `mvn clean install` cd into `packaging/standalone/target` and extract the version you want, then
55	57	
69	71	
70	72	== Licensing ==
71	73	
72		- Neo4j Community Edition is an open source product licensed under GPLv3.
73		-
74		- Neo4j Enterprise Edition expands the functionality of Community Edition with Enterprise-grade features.
	74	+ ONgDB & Neo4j Community Edition is an open source product licensed under GPLv3.
75	75	
76		- Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 with the Commons Clause in this repository, and other closed
		source components not present in this repository.
	76	+ ONgDB & Neo4j Enterprise Edition expands the functionality of Community Edition with Enterprise-grade features.
77	77	
78		- When packaged as a binary, Enterprise Edition includes additional closed-source components _not available in this repository_ and requires a commercial license from

https://github.com/graphfoundation/ongdb/commit/f0a7db48c8fcac6defa956fb022758ef3d8a8220

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Neo4j Sweden AB or one of its affiliates.
+ ONgDB & Neo4j Enterprise consists of modules from Neo4j Community Edition and modules licensed under AGPLv3 in this repository.

0 comments on commit f0a7db4

Please sign in to comment.

### **PROOF OF SERVICE**

### STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Santa Clara, State of California. My business address is 111 N. Market Street, Suite 600, San Jose, CA 95113.

On October 27, 2020, I served true copies of the following document(s) described as **GRAPH FOUNDATION, INC.'S SUPPLEMENTAL OBJECTIONS AND RESPONSES TO NEO4J, INC.'S FIRST SET OF REQUESTS FOR ADMISSION** on the interested parties in this action as follows:

8 Attorneys for Plaintiff NEO4J, INC.

John V. Picone III, Esq.

Jeffrey M. Ratinoff, Esq.

<u>jratinoff@hopkinscarley.com</u>

12 Hopkins & Carley

The Letitia Building

13 | 70 South First Street

San Jose, CA 95113-2406

Tel: (408) 286-9800 Fax: (408) 998-4790

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BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address emtofelogo@be-law.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on October 27, 2020, at San Jose, California.

7. W

Emma Tofelogo-Fernandez

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# EXHIBIT 130 REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

### EXHIBIT 131

### REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

# EXHIBIT 132 REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

## EXHIBIT 133 REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

### EXHIBIT 134 REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

## EXHIBIT 135 REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED